

Exhibit PX-1554

[Declaration in Support of the FGIC Settlement]

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of Certain Residential Mortgage Backed
Securities Trusts*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,)
) Chapter 11
Debtors.)
) Jointly Administered

**DECLARATION OF MARY L. SOHLBERG,
AS OFFICER OF WELLS FARGO BANK, N.A., RMBS TRUSTEE**

I, Mary L. Sohlberg, hereby declare, pursuant to 28 U.S.C. § 1746, that the following is true and correct to the best of my knowledge, information, and belief:

1. I am employed by Wells Fargo Bank, N.A. (“**Wells Fargo**”), and my current title is Vice President. I have personal knowledge of the facts set forth herein, except as to certain matters that I believe to be true based on (i) information provided by Duff & Phelps, LLC (“**Duff & Phelps**”), (ii) information about positions of parties in these Chapter 11 cases contained in pleadings that I reviewed, or reported to me by counsel, or learned during my participation in the Plan Mediation (defined below); and (iii) my review of business records of Wells Fargo. This Declaration is submitted in support of the *Debtors’ Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of the Settlement Agreement among the Debtors, FGIC, the FGIC Trustees, and*

Certain Individual Investors [ECF No. 3929] (the “**FGIC Motion**”).¹ The **FGIC Trustees**² filed a Joinder to the FGIC Motion [ECF No. 3982]. The FGIC Motion seeks the entry of an order approving the **FGIC Settlement Agreement**³ attached as Exhibit 2 to the FGIC Motion [ECF No. 3929-2]. The FGIC Settlement Agreement, dated May 23, 2013, is among the Debtors, FGIC, the FGIC Trustees and the Institutional Investors⁴.

A. Introduction and Overview

Wells Fargo’s Role as Trustee of Certain FGIC Trusts

2. The FGIC Trustees serve as trustees or indenture trustees of the **FGIC Trusts**, all of which were established before 2008. The FGIC Trusts issued residential mortgage backed securities (“**RMBS**”) or similar securities. FGIC, a monoline financial guaranty insurance company, issued irrevocable insurance policies (the “**FGIC Policies**”) for certain classes of the securities (the “**Securities**”) issued by the FGIC Trusts, thereby guaranteeing the payment of principal and interest due on the Securities. At the same time, FGIC entered into an Insurance and Indemnity Agreement with one or more of the Debtors in connection with each of the FGIC Trusts (the “**Insurance Agreements**”). Pursuant to the Insurance Agreements, the Debtor party

¹ I have previously submitted a declaration, dated June 10, 2013 (the “**Sohlberg PSA Declaration**”) in support of the (a) Joinder of Certain RMBS Trustees to Debtors’ Motion for an Order Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing the Debtors to Enter Into and Perform Under a Plan Support Agreement with Ally Financial Inc., the Creditors Committee and Certain Consenting Claimants (the “**PSA Joinder**”)[ECF No. 3940] and (b) Debtors’ Motion for an Order Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing the Debtors to Enter Into and Perform Under a Plan Support Agreement with Ally Financial Inc., the Creditors Committee and Certain Consenting Claimants (the “**PSA Motion**”)[ECF No. 3814].

² The FGIC Trustees are The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A. (together, “**BNY Mellon**”), U.S. Bank National Association (“**U.S. Bank**”) and Wells Fargo, each solely in their respective capacities as trustees or indenture trustees for certain FGIC Trusts.

³ Capitalized terms used in this declaration but not defined herein have the meanings ascribed to them in the FGIC Motion. For the convenience of the reader, in some cases, definitions found in the FGIC Motion are repeated here.

⁴ The **Institutional Investors** consist of the Steering Committee Group, which was a group of institutional investors in Original Settling Trusts, including FGIC Trusts, represented by Gibbs & Bruns and the Talcott Franklin Group, another group of institutional investors in Original Settling Trusts, including FGIC Trusts, represented by Talcott Franklin P.C.

agreed, among other things, to reimburse FGIC for certain payments FGIC made under the Policies that resulted from the applicable Debtor's failure to repurchase or substitute mortgage loans that breached one or more representations or warranties contained in the applicable Governing Agreements.

3. Wells Fargo serves as indenture trustee in respect of eight of the forty-seven FGIC Trusts that are the subject of the FGIC Settlement Agreement (collectively, the "**Wells Fargo FGIC Trusts**").

The FGIC Rehabilitation Proceeding

4. In or about June 2012, the Superintendent of Financial Services of the State of New York filed a rehabilitation petition on behalf of FGIC in the Supreme Court of the State of New York, County of New York (the "**Rehabilitation Court**"), and was subsequently appointed by the Rehabilitation Court as rehabilitator (the "**Rehabilitator**") in that proceeding (the "**FGIC Rehabilitation Proceeding**"). As a result of an injunction entered by the Rehabilitation Court, the FGIC Trusts were obligated to continue to pay premiums under the FGIC Policies, but FGIC was relieved of its obligations to pay claims made under those same policies.

5. On September 27, 2012, the Rehabilitator filed a proposed Plan of Rehabilitation for FGIC, which was approved (as amended) by the Rehabilitation Court on June 11, 2013 (the "**Rehabilitation Plan**"). The Rehabilitation Plan does not provide for full payment of the claims of policyholders; rather, it contemplates partial distributions to all of FGIC's policyholders, including the FGIC Trusts, on account of present and future claims, over a period of up to forty years.

The FGIC Settlement Agreement

6. During the mediation in these Chapter 11 Cases, the FGIC Trustees were asked to

consider a settlement proposal (the “**Settlement Proposal**”). The Settlement Proposal included, among other things, a lump sum payment by FGIC to the FGIC Trusts (the “**Commutation Payment**”) in satisfaction of any obligations of FGIC to make payments in the future to the FGIC Trusts under the Rehabilitation Plan (the “**Projected Payments**”). Ultimately, the terms of the Settlement Proposal, including the Commutation Payment, became the basis of the FGIC Settlement Agreement. In the final FGIC Settlement Agreement, the Commutation Payment was fixed at \$253.3 million.

7. The FGIC Trustees requested that their financial advisor in these Chapter 11 Cases, Duff & Phelps, LLC, review the financial terms of the Settlement Proposal and analyze and compare the value of the Projected Payments to the FGIC Trusts under the Rehabilitation Plan with the Commutation Payment and other value to the FGIC Trusts under the FGIC Settlement Agreement. Duff & Phelps did so, and as described in further detail below, in reliance upon their analysis and recommendation, Wells Fargo determined in good faith that entering into the FGIC Settlement Agreement was in the best interests of the Wells Fargo FGIC Trusts.

8. While the FGIC Trustees considered the merits of the FGIC Settlement Agreement on a stand-alone basis, it is also an integral part of a Plan Support Agreement⁵ that paves the way for confirmation of a Chapter 11 bankruptcy plan that will produce additional

⁵ “**Plan Support Agreement**” means, collectively, the Plan Support Agreement and Plan Term Sheet, each dated May 13, 2013, and the Supplemental Plan Term Sheet, dated May 2013. On June 26, 2013, the Court entered an order granting Debtors’ request to enter into the Plan Support Agreement. *See Order Granting Debtors’ Motion for an Order Under Bankruptcy Code Sections 105(a) and 363(b) Authorizing the Debtors to Enter Into a Plan Support Agreement with Ally Financial Inc., The Creditors’ Committee, and Certain Consenting Claimants* [ECF No. 4098].

value for Investors in the FGIC Trusts.⁶ The additional benefits to the FGIC Trusts associated with the proposed bankruptcy plan are discussed below. The FGIC Trustees considered this value as well in weighing whether to accept the FGIC Settlement Agreement.

B. *The FGIC Trustees Acted Reasonably and in Good Faith in Agreeing to the FGIC Settlement Agreement*

9. The process by which the FGIC Trustees determined to enter into the FGIC Settlement Agreement demonstrates that they acted reasonably and in good faith.

Wells Fargo's Retention of Qualified Professionals and Experts

10. Wells Fargo retained and has been advised throughout these Chapter 11 Cases, including in connection with its consideration of the FGIC Settlement Agreement, by Alston & Bird LLP, an experienced and knowledgeable law firm.

11. At the outset of these Chapter 11 Cases, Wells Fargo and three other RMBS Trustees (Deutsche Bank,⁷ U.S. Bank and BNY Mellon), after a rigorous selection process, retained Duff & Phelps to advise them. Duff & Phelps was selected over four other qualified candidates based on (a) the firm's experience in handling similar types of engagements involving the evaluation of mortgage loan servicing agreements and loan origination agreements, bankruptcy litigation, restructuring, asset valuation, complex securitizations and RMBS loan repurchase actions and (b) the depth of resources available to the firm, including advisory services about bankruptcy issues generally.

12. Duff & Phelps was uniquely situated to provide the FGIC Trustees with advice concerning the economic terms of the Settlement Proposal and the Projected Payments under the

⁶ On July 3, 2013, a plan based on the Plan Support Agreement was filed (the "**ResCap Plan**") [ECF No. 4153].

⁷ "Deutsche Bank" means Deutsche Bank National Trust Company and Deutsche Bank Trust Company Americas, each solely in its capacity as trustee, indenture trustee, securities administrator, co-administrator, paying agent, grantor trustee, custodian and/or similar agency capacities in respect of certain of the Settling Trusts.

Rehabilitation Plan. Not only is Duff & Phelps a well-respected financial advisor with expertise in financial modeling and cash flow projections, but it has substantial experience in these

Chapter 11 Cases through its work on behalf of the RMBS Trustees. Their work has included:

- Conducting a sampling review of more than 6,500 mortgage loan files provided by the Debtors in an effort to identify breaches of representations and warranties, and using statistical methodologies to estimate the incidence of those breaches across the population of mortgage loans in the Original Settling Trusts. Duff & Phelps also used historical information and financial analysis to calculate the total present and projected future losses experienced by the Original Settling Trusts, including certain of the FGIC Trusts.
- Identifying RMBS trusts in addition to the Original Settling Trusts with RMBS Trust Claims (the “**Additional Settling Trusts**,” together with the Original Settling Trusts, the “**Settling Trusts**”), and quantifying those claims so the Additional Settling Trusts could receive treatment that is consistent with the treatment being accorded to the like claims of the Original Settling Trusts.
- Analyzing potential liabilities arising from Debtors’ multiple roles as Servicer in the securitization process in order to assist the RMBS Trustees in quantifying potential Servicing Claims so that the Settling Trusts could receive an allowed claim on account of those claims.

13. It should be noted that the Governing Agreements for the Wells Fargo FGIC Trusts explicitly permitted Wells Fargo to rely on agents such as Duff & Phelps in considering whether or not to enter into the FGIC Settlement Agreement. For example, one representative trust indenture provides that Wells Fargo, as Trustee, “may execute any of the trusts or powers [under the applicable Governing Agreements] or perform any duties [under the applicable Governing Agreements] either directly or by or through agents . . . and [Wells Fargo, as Trustee,] shall not be responsible for any misconduct or negligence on the part of, or for the supervisions of, any such agent . . . appointed with due care by [Wells Fargo, as Trustee, under the applicable Governing Agreements].”⁸

⁸ Section 6.02 of Indenture by and among GMACM Home Equity Loan Trust 2005-HE1, as Issuer, and Wells Fargo Bank, N.A., as Indenture Trustee, dated as of March 29, 2005, attached hereto as **Exhibit A**. The

The Plan Mediation

14. The FGIC Settlement Agreement was agreed to as part of an extensive mediation with numerous interested parties in these Chapter 11 Cases in an effort to reach a consensual Chapter 11 plan (the “**Plan Mediation**”). The Plan Mediation occurred over the course of some five months beginning in December 2012 and was overseen by sitting Bankruptcy Judge, the Honorable James M. Peck.

15. The communications and analyses relating to negotiations conducted during the Plan Mediation are confidential by law and pursuant to court order,⁹ and therefore cannot be disclosed in detail. In general, however, the integrated, global settlement associated with the Plan Support Agreement (including the FGIC Settlement Agreement) is now part of the ResCap Plan, and must be understood as the product of arm’s-length negotiations conducted among sophisticated parties with differing and conflicting interests, under the close supervision and guidance of a sitting bankruptcy judge. My view of the Settlement Proposal was shaped, in part, by Judge Peck’s involvement in the process of negotiating the FGIC Settlement Agreement.

Participation of the Institutional Investors and the other FGIC Trustees

16. In evaluating the Settlement Proposal, the FGIC Trustees, including Wells Fargo, considered that the Institutional Investors (which included investors in the FGIC Trusts) actively participated in the Plan Mediation and supported the Settlement Proposal, ultimately becoming signatories to the FGIC Settlement Agreement. Because of the confidentiality provisions of the Mediation Order, the FGIC Trustees were unable to raise the Settlement Proposal with investors in the FGIC Trusts who were not participants in the Plan Mediation.

Indenture attached hereto as Exhibit A is representative of other indentures under which Wells Fargo acts as indenture trustee in connection with FGIC Trusts.

⁹ See December 26, 2012 Order Appointing Mediator [ECF No.2519] (the “**Mediation Order**”).

17. Wells Fargo and its counsel had the benefit of the views of the other two FGIC Trustees and their counsel in considering the Settlement Proposal. Like Wells Fargo, BNY Mellon and U.S. Bank are two of the largest and most sophisticated financial institutions in the country and were represented by experienced counsel in this matter. The three FGIC Trustees, although similarly situated and assisted by the same financial advisor, independently considered the Settlement Proposal. Wells Fargo took into consideration in forming its views of the Settlement Proposal that BNY Mellon and U.S. Bank and their counsel were coming to similar conclusions regarding the benefits of the FGIC Settlement Agreement as compared to the Projected Payments to the FGIC Trusts under the Rehabilitation Plan.

Notice to the Investors in the FGIC Trusts of the FGIC Settlement Agreement

18. One of the reasons that the FGIC Settlement Agreement is now before this Court is that none of the FGIC Trustees would agree to the Settlement Proposal unless investors in the FGIC Trusts were provided a full and fair opportunity to voice any objections they may have to such a settlement – including that the FGIC Settlement Agreement is not in the best interest of investors - and be heard with respect to any such objections. The FGIC Trustees insisted that the FGIC Settlement Agreement require prompt notice be given with respect to the FGIC Settlement Agreement¹⁰ and require approval of the FGIC Settlement Agreement by the Bankruptcy Court.¹¹

¹⁰ Section 4.02 of the FGIC Settlement Agreement provides:

Within seven (7) Business Days following execution by all Parties of this Agreement, the Debtors shall file the 9019 Motion with the Bankruptcy Court and otherwise use commercially reasonable efforts to promptly obtain the Bankruptcy Court Order. Upon obtaining knowledge of the issuance of the Bankruptcy Court Order, the Debtors shall promptly notify the other Parties.

¹¹ Section 6.01 of the FGIC Settlement Agreement provides that a condition precedent to the effectiveness of the FGIC Settlement Agreement is the signing of orders approving the FGIC Settlement Agreement by both the Bankruptcy Court and the Rehabilitation Court and that such orders shall become final. The FGIC Settlement

19. From Wells Fargo's perspective, it was essential for the FGIC Settlement Agreement to provide investors with notice and opportunity to object to the FGIC Settlement Agreement. Absent such provisions, Wells Fargo would not have agreed to the FGIC Settlement Agreement, and would not have determined that entering into the FGIC Settlement Agreement was in the best interests of the FGIC Trusts and their investors. At the end of this Declaration, I describe in detail the notices the FGIC Trustees provided in respect of the FGIC Settlement Agreement.

C. *The FGIC Settlement Agreement is in the Best Interests of the FGIC Trusts and the Investors in Those Trusts*

Consideration of the FGIC Settlement Agreement and the Duff Report

20. As mentioned above, in the context of the Plan Mediation, the FGIC Trustees were asked to consider a Settlement Proposal with FGIC that included, among other things, FGIC making the Commutation Payment in lieu of the Projected Payments contemplated under the Rehabilitation Plan.

21. The FGIC Trustees requested that Duff & Phelps analyze the economic terms of the Commutation Payment against the Projected Payments to the FGIC Trusts under the Rehabilitation Plan and provide a recommendation to the FGIC Trustees. Duff & Phelps was not asked to analyze how the amount of the Commutation Payment was determined, but rather how the Commutation Payment and the broader Settlement Proposal compared to the Projected

Agreement must also be approved by the Rehabilitation Court after notice. Section 4.01 of the FGIC Settlement Agreement provides:

Within three (3) Business Days following execution by all Parties of this Agreement, the Rehabilitator, on behalf of FGIC, shall file the Affirmation with the Rehabilitation Court and otherwise use commercially reasonable efforts to obtain the Rehabilitation Court Order. The Rehabilitator shall endeavor to schedule the hearing on the Rehabilitation Court Order for a date that is no less than thirty-seven (37) days after the filing of the Affirmation. Upon obtaining knowledge of the issuance of the Rehabilitation Court Order, the Rehabilitator, on behalf of FGIC, shall promptly notify the other Parties.

Payments under the Rehabilitation Plan.

22. In conducting its analysis, I understand that Duff & Phelps reviewed and analyzed publicly available information and also signed a confidentiality agreement with FGIC pursuant to which I understood they had the opportunity to speak to FGIC's Chief Restructuring Officer and Lazard Freres & Co. LLC ("**Lazard**"), the financial advisors to Weil, Gotshal & Manges, LLP, counsel to the FGIC Rehabilitator, and to receive additional information concerning the Rehabilitation Plan.

23. On or about May 10, 2013, I received from my counsel draft discussion materials prepared by Duff & Phelps setting forth its analysis of the Settlement Proposal, a copy of which is attached hereto as **Exhibit B**.

24. Subsequently, on or about May 13, 2013, Duff & Phelps made a presentation to the FGIC Trustees and their counsel concerning the Settlement Proposal. The presentation took place in New York and lasted over an hour. I participated in the presentation telephonically and via a "webex." Accordingly, I was able to view the discussion materials Duff had prepared while participating via a conference call. Although I was not physically present at the presentation, Wells Fargo's attorneys attended.

25. At the time of the presentation, I was able to follow and understand Duff & Phelps' analysis at a high level. I listened carefully to the Duff presentation, as reflected in the notes I took during the meeting, a copy of which is attached hereto as **Exhibit C**. Although I cannot now recall many of the specific statements that were made, I recall coming away from the meeting with confidence that Duff & Phelps had engaged in a thoughtful and thorough analysis, which supported their conclusions and recommendation to the FGIC Trustees.

26. On or about May 15, 2013, I received a final version of the Duff & Phelps

discussion materials concerning the Settlement Proposal, a copy of which is attached hereto as **Exhibit D** (the “**Duff Report**”). The Duff Report was substantially similar to the draft discussion materials I received on May 10 and the discussion materials used during the May 13 presentation.

27. In the final Duff Report, Duff & Phelps reduced to writing (at page 3) their conclusion that the \$253.3 million Commutation Payment is within the reasonable range of the estimated Projected Payments to the FGIC Trusts under the Rehabilitation Plan, which conclusion had been presented orally during the May 13 presentation. It also identifies the value associated with not having to pay premiums on the FGIC Policies going forward, as well as the fact that the FGIC Settlement Agreement, as part of the global settlement embodied in the Plan Support Agreement, would resolve various outstanding litigation issues in the Chapter 11 Cases, which includes the various potential litigations and inter-creditor disputes in the Chapter 11 Cases. Duff and Phelps’ observations and conclusion were an important consideration in my determination that accepting the FGIC Settlement Agreement was in the best interests of the FGIC Trusts and their investors.

The Merits of the FGIC Settlement Agreement on a Stand-Alone Basis

28. It was significant to me that the \$253.3 million Commutation Payment was a fixed amount, while the estimated \$150 million initial Projected Payment to the FGIC Trusts was estimated and subject to change at the discretion of the Rehabilitator following the effective date of the Rehabilitation Plan. In addition, while I understood there was the potential for future Projected Payments in excess of the Commutation Payment, there was no certainty of the amount of any future Projected Payments, or the timing of such payments. In fact, I understand there is a risk that future Projected Payments may fall short of the amount of the Commutation Payment.

My concern over the uncertainty of payments from FGIC was informed by the fact that, although the FGIC Trusts continue to pay premiums under the FGIC Policies, they have received no payment on any claims under the policies since late 2009. The Settlement Proposal eliminated the risk and uncertainty associated with the Projected Payments in exchange for a certain recovery.

29. I also found significant that the Commutation Payment, by itself, was within the reasonable range of the estimated total Projected Payments to be received by the FGIC Trusts under the Rehabilitation Plan (\$190 million to \$340 million). The Duff Report, however, also makes clear that there was value to the FGIC Trusts in the Settlement Proposal in addition to the Commutation Payment. Specifically, as a result of the termination of the FGIC Policies under the FGIC Settlement Agreement, the FGIC Trusts would be relieved from the payment of future premiums, estimated to be some \$18 million in present value. I also understood under the Settlement Proposal that FGIC would forego its right to receive certain reimbursement amounts from the FGIC Trusts pursuant to the waterfall provisions under the relevant Governing Documents, which would provide additional, although at the time unquantified, future value to the FGIC Trusts.

30. Given Duff & Phelps' expertise and extensive experience in the Chapter 11 Cases, their access to FGIC and Lazard in analyzing the Settlement Proposal, and the strength of their May 13 presentation and the Duff Report, I had no reason to question the accuracy of Duff & Phelps' analysis, and nothing that has transpired since that time has changed my view in that regard.

The Additional Value to the FGIC Trusts Under the ResCap Plan

31. In addition to the stand-alone benefits, the FGIC Settlement Agreement is an

integral component of the Plan Support Agreement (and now proposed ResCap Plan) which resolves the claims of substantially all of the major constituents in these Chapter 11 Cases and confers many benefits upon the Debtors' creditors, including the FGIC Trusts. If the ResCap Plan is confirmed, these benefits include, among other things, that the FGIC Trusts will receive a significant distribution from the Debtors' bankruptcy estate, contemplated to be in excess of \$90 million, on account of representation and warranty claims against the Debtors. In the absence of the Plan Support Agreement and ResCap Plan (if approved), there is no assurance that these trusts would have received anything in respect of their claims against the Debtors.

32. It is an express condition of the Plan Support Agreement that both the Bankruptcy Court and the Rehabilitation Court approve the FGIC Settlement Agreement. Without the FGIC Settlement Agreement, the global settlement embodied in the Plan Support Agreement, including the favorable claim treatment of the FGIC Trusts, would collapse. The FGIC Trusts would not receive the contemplated \$90+ million distribution from the Debtors' bankruptcy estate if the FGIC Settlement Agreement was rejected in favor of proceeding under the Rehabilitation Plan.

33. In the absence of the FGIC Settlement Agreement and the global settlement embodied in the Plan Support Agreement, the value of any future recovery, if any, by the FGIC Trusts in the Chapter 11 Cases is highly uncertain.

- First, the proposed ResCap Plan secures the contribution by AFI to the Debtors' estates of \$2.1 billion in value, which is the substantial portion of the assets that will be distributed to the creditors of the Debtors' estates (including the FGIC Trusts).
- Second, at the time of the Plan Mediation, the Chapter 11 Cases were facing several potentially lengthy and expensive litigations that could have significantly diminished the recoveries of the Settling Trusts, including the FGIC Trusts.
 - The proposed ResCap Plan fixes claims that the FGIC Trustees expect would otherwise be contested in time-consuming and uncertain proceedings. In the absence of the global settlement associated with the Plan Support Agreement,

the RMBS 9019 Motion would likely require a lengthy and expensive hearing, the outcome of which is uncertain. If the Court declined to grant the RMBS 9019 Motion, the allowance of Repurchase Claims of the Original Settling Trusts (including thirty-seven FGIC Trusts) would be left to the expensive and uncertain process of claims litigation. Allowance of the RMBS Trust Claims, as contemplated by the proposed ResCap Plan, offers the benefits of allowance consistent with the RMBS 9019 Motion without the risks attendant to that contested matter.

- The proposed ResCap Plan allows the Repurchase Claims of the Additional Settling Trusts, including ten FGIC Trusts, without the expense, delay and uncertainty associated with analyzing, asserting and litigating those claims, which otherwise would occur absent a global settlement.
- The proposed ResCap Plan allows the Servicing Claims of the Settling Trusts, including certain FGIC Trusts. The presentation of those claims otherwise would have required further discovery and analysis, likely leading to litigation over both the quantification of the claims and their relative priority.
- Third, many of the contentious and complicated inter-creditor issues in these cases are resolved by the proposed ResCap Plan, including disputes over the priority of claims asserted by FGIC and the other Monolines and by certain other securities claimants. In particular, both the amount of the claims of FGIC and the relationship between those claims and the claims of the FGIC Trusts are the subject of disputes, and the resolution of all those disputes through litigation presents both a general risk of delay and expense to all stakeholders as well as a specific risk to the FGIC Trusts of dilution.
- Fourth, the ever-mounting costs of administration of these Chapter 11 Cases threaten to erode any distribution to unsecured creditors (including the FGIC Trusts). The proposed ResCap Plan effectively abates the continued accrual of such costs, thus increasing the amount of ultimate recoveries to all creditors, including the FGIC Trusts.

Continued Assessment of the Reasonableness of the FGIC Settlement Agreement

34. Certain Objectors¹² have objected to the FGIC Settlement Agreement. In light of those objections, the FGIC Trustees have continued to assess the reasonableness of the FGIC Settlement Agreement. The Objectors have asserted that the FGIC Settlement Agreement is not

¹² CQS ABS Master Fund Limited, CQS ABS Alpha Master Fund Limited, Bayview Fund Management LLC, Monarch Alternative Capital LP, Stonehill Capital Management LLC and Federal Home Loan Mortgage Corporation in conservatorship.

in their best interest or in the best interests of the FGIC Trusts because, in their view, the FGIC Trusts would receive greater recoveries under the Rehabilitation Plan.

35. The FGIC Trustees requested that Duff & Phelps evaluate and consider the bases for these objections. Duff & Phelps has done so, and its conclusions were presented to the FGIC Trustees in the Expert Report of Allen M. Pfeiffer, dated July 19, 2013 (the “**Pfeiffer Expert Report**”). The FGIC Trustees also consulted S.P. Kothari, Ph.D., currently the Gordon Y. Billard Professor in Management at the Sloan School of Management at the Massachusetts Institute of Technology (“**MIT**”) as well as Deputy Dean of MIT’s Sloan School of Management, in connection with their assessment and evaluation of the objections raised by Objectors to the FGIC Settlement Agreement. The FGIC Trustees asked Dr. Kothari for his expert opinion with respect to certain of the issues raised by the Objectors and to evaluate Duff & Phelps’ conclusion that the amount of the Commutation Payment is within the range of present values of the expected payouts to the FGIC Trusts under the Rehabilitation Plan. Dr. Kothari presented the FGIC Trustees with his conclusions in the Expert Report of S.P. Kothari, Ph.D., dated July 19, 2013 (the “**Kothari Expert Report**”).

36. I have reviewed and considered both the Pfeiffer Expert Report and the Kothari Expert Report, and they confirm the conclusions set forth in the Duff Report that: (i) the Commutation Payment, is within the range of reasonableness of the estimated Projected Payments to the FGIC Trusts under the Rehabilitation Plan; (ii) as a result of the termination of the FGIC Policies under the FGIC Settlement Agreement, the FGIC Trusts would be relieved from the payment of future premiums, estimated to be some \$18 million; and (iii) under the FGIC Settlement Agreement, FGIC would forego its right to receive any and all reimbursements from the FGIC Trusts pursuant to the waterfall provisions under the relevant Governing

Documents, which would provide additional, future value to the FGIC Trusts. As a result, I continue to believe that the FGIC Settlement Agreement is reasonable and in the best interests of the FGIC Trusts and their investors.

D. *Notice to Investors in the Wells Fargo FGIC Trusts of the FGIC Settlement Agreement was Sufficient*

37. Notice of the FGIC Settlement Agreement, including notice of same by the FGIC Trustees, including Wells Fargo, is sufficient and effective to put the parties-in-interest in these Chapter 11 Cases, including the investors in the FGIC Trusts, on notice of the FGIC Settlement Agreement.

38. Wells Fargo has regularly provided to investors in the Wells Fargo RMBS Trusts, including the Wells Fargo FGIC Trusts, notice of significant events in these Chapter 11 Cases. Following the filing of the RMBS 9019 Motion, Wells Fargo, together with BNY Mellon, Deutsche Bank and U.S. Bank, jointly retained an agent, The Garden City Group, Inc. (“**GCG**”), to coordinate and facilitate notice to investors regarding important events in the Chapter 11 Cases.

39. On behalf of the RMBS Trustees, GCG provided certain administrative services in connection with noticing various investors, including the coordination and facilitation of the dissemination of notices to the various investors at the direction and on behalf of the RMBS Trustees, and in connection with the creation and maintenance of a website for investors that provides, among other things, contact information for the RMBS Trustees significant relevant developments in the Chapter 11 Cases, links to relevant documents filed in the Chapter 11 Cases, and upcoming court deadlines and hearing dates (the “**RMBS Trustee Website**”).

40. As described in more detail in the Affidavit of Jose C. Fraga (the “**Fraga**

Affidavit)¹³, GCG distributed to various investors and published on the RMBS Trustee Website various notices. Among those notice was a notice dated May 24, 2013 entitled “Time Sensitive Notice Regarding (a) Plan Support Agreement Among ResCap Debtors and the RMBS Trustees, Among Others, and (b) Settlement Agreement Among the Debtors, Financial Guaranty Insurance Company and Certain of the RMBS Trustees,” a copy of which is attached hereto as **Exhibit E**. This notice, among other things, described the terms of the Plan Support Agreement and the FGIC Settlement Agreement and the process by which investors could object to them.

41. In addition, on or about June 5, 2013, Wells Fargo distributed a “Time Sensitive Notice Regarding Settlement Agreement Among the ResCap Debtors, Financial Guaranty Insurance Company and the FGIC Trustees” (the “**Holder FGIC Settlement Notice**”), dated June 4, 2013, a copy of which is attached hereto as **Exhibit F**. The Holder FGIC Settlement Notice was provided by Wells Fargo to the investors in the eight Wells Fargo FGIC Trusts. The Holder FGIC Settlement Notice provided additional information to those investors regarding the Rehabilitation Proceeding, the FGIC Settlement Agreement, their rights thereunder, the process for investors to object to the FGIC Settlement Agreement in the Rehabilitation Proceeding and how to obtain information on the cash amount FGIC will pay to a particular trust. The Holder FGIC Settlement Notice and certain pleadings in the FGIC Rehabilitation Proceeding have also been posted on the RMBS Trustee Website.

42. As part of the notice process, and in order to provide additional information to investors in the FGIC Trusts concerning the FGIC Settlement Agreement, the FGIC Trustees agreed to make available to those investors information concerning the allocable share of the Commutation Payment that each such FGIC Trust would receive under the FGIC Settlement

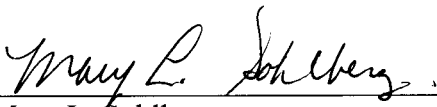
¹³ The Fraga Affidavit is Exhibit G to the PSA Joinder.

Agreement.

43. Finally, the schedules attached to the Disclosure Statement filed with the ResCap Plan provide information concerning the claims of the FGIC Trusts on account of Repurchase Claims and Servicing Claims against the Debtors and other information from which recoveries to the FGIC Trusts can be estimated.

[signature on following page]

Dated this 31st day of July, 2013



Mary L. Sohlberg

EXHIBIT A

EXECUTION COPY

GMACM HOME EQUITY LOAN TRUST 2005-HE1,

Issuer,

and

WELLS FARGO BANK, N.A.,

Indenture Trustee

INDENTURE

Dated as of March 29, 2005

GMACM HOME EQUITY LOAN-BACKED TERM NOTES

GMACM HOME EQUITY LOAN-BACKED VARIABLE PAY REVOLVING NOTES

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EXHIBITS

Exhibit A-1	-	Form of Term Notes
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Exhibit B	-	Form of 144A Investment Representation
Exhibit C	-	Form of Advance Request
Exhibit D	-	Form of Investor Representation Letter
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RECONCILIATION AND TIE BETWEEN TRUST INDENTURE
ACT OF 1939 AND INDENTURE PROVISIONS*

Trust Indenture

<u>Act Section</u>	<u>Indenture Section</u>
310(a)(1).....	6.11
(a)(2).....	6.11
(a)(3).....	6.10
(a)(4).....	Not Applicable
(a)(5).....	6.11
(b).....	6.08, 6.11
(c).....	Not Applicable
311(a).....	6.12
(b).....	6.12
(c).....	Not Applicable
312(a).....	7.01, 7.02(a)
(b).....	7.02(b)
(c).....	7.02(c)
313(a).....	7.04
(b).....	7.04
(c).....	7.03(a)(iii), 7.04
(d).....	7.04
314(a).....	3.10, 7.03(a)
(b).....	3.07
(c)(1).....	8.05(c), 10.01(a)
(c)(2).....	8.05(c), 10.01(a)
(c)(3).....	Not Applicable
(d)(1).....	8.05(c), 10.01(b)
(d)(2).....	8.05(c), 10.01(b)
(d)(3).....	8.05(c), 10.01(b)
(e).....	10.01(a)
315(a).....	6.01(b)
(b).....	6.05
(c).....	6.01(a)
(d).....	6.01(c)
(d)(1).....	6.01(c)
(d)(2).....	6.01(c)
(d)(3).....	6.01(c)
(e).....	5.13
316(a)(1)(A).....	5.11
316(a)(1)(B).....	5.12
316(a)(2).....	Not Applicable
316(b).....	5.07
317(a)(1).....	5.04
317(a)(2).....	5.03(d)
317(b).....	3.03(a)
318(a).....	10.07

*This reconciliation and tie shall not, for any purpose, be deemed to be part of the within indenture.

This Indenture, dated as of March 29, 2005, is between GMACM Home Equity Loan Trust 2005-HE1, a Delaware statutory trust, as issuer (the "Issuer"), and Wells Fargo Bank, N.A., as indenture trustee (the "Indenture Trustee").

WITNESSETH:

Each party hereto agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Noteholders of the Issuer's Series 2005-HE1 GMACM Home Equity Loan-Backed Term Notes and GMACM Home Equity Loan-Backed Variable Pay Revolving Notes (together, the "Notes").

GRANTING CLAUSE:

The Issuer hereby Grants to the Indenture Trustee on the Closing Date, as trustee for the benefit of the Noteholders and the Enhancer, all of the Issuer's right, title and interest in and to all accounts, chattel paper, general intangibles, contract rights, payment intangibles, certificates of deposit, deposit accounts, instruments, documents, letters of credit, money, advices of credit, investment property, goods and other property consisting of, arising under or related to whether now existing or hereafter created in any of the following: (a) the Initial Mortgage Loans and any Subsequent Mortgage Loans (together with the Cut-Off Date Principal Balances and any Additional Balances arising thereafter to and including the date immediately preceding the commencement of the Rapid Amortization Period), and all monies due or to become due thereunder; (b) the Custodial Account, Note Payment Account, Pre-Funding Account, Capitalized Interest Account, Funding Account and Reserve Sub-Account, and all funds on deposit or credited thereto from time to time; (c) the Policy and all hazard insurance policies; and (d) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and all payments on or under, and all proceeds of every kind and nature whatsoever in respect of, any or all of the foregoing and all payments on or under, and all proceeds of every kind and nature whatsoever in the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, notes, drafts, acceptances, checks, deposit accounts, rights to payment of any and every kind, and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing (collectively, the "Trust Estate" or the "Collateral").

The foregoing Grant is made in trust to secure the payment of principal of and interest on, and any other amounts owing in respect of, the Notes, equally and ratably without prejudice, priority or distinction, and to secure compliance with the provisions of this Indenture, all as provided in this Indenture.

The foregoing Grant shall inure to the benefit of the Enhancer in respect of draws made on the Policy and amounts owing from time to time pursuant to the Insurance Agreement (regardless of whether such amounts relate to the Notes or the Certificates), and such Grant shall continue in full force and effect for the benefit of the Enhancer until all such amounts owing to it have been repaid in full.

The Indenture Trustee, as trustee on behalf of the Noteholders, acknowledges such Grant, accepts the trust under this Indenture in accordance with the provisions hereof and agrees to perform its duties as Indenture Trustee as required herein.

ARTICLE I

Definitions

Section 1.01 Definitions. For all purposes of this Indenture, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Definitions attached hereto as Appendix A, which is incorporated by reference herein. All other capitalized terms used herein shall have the meanings specified herein.

Section 1.02 Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the Trust Indenture Act (the "TIA"), such provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"Commission" means the Securities and Exchange Commission.

"indenture securities" means the Notes.

"indenture security holder" means a Noteholder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Indenture Trustee.

"obligor" on the indenture securities means the Issuer and any other obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by TIA, defined by TIA reference to another statute or defined by Commission rule have the meaning assigned to them by such definitions.

Section 1.03 Rules of Construction. Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles as in effect from time to time;

(c) "or" includes "and/or";

(d) "including" means "including without limitation";

(e) words in the singular include the plural and words in the plural include the singular;

(f) the term "proceeds" has the meaning ascribed thereto in the UCC; and

(g) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

ARTICLE II

Original Issuance of Notes

Section 2.01 Form. The Term Notes and the Variable Pay Revolving Notes, in each case together with the Indenture Trustee's certificate of authentication, shall be in substantially the forms set forth in Exhibits A-1 and A-2, respectively, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers executing the Notes, as evidenced by their execution thereof. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of such Note.

The Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods, all as determined by the Authorized Officers executing such Notes, as evidenced by their execution of such Notes.

The terms of the Notes set forth in Exhibits A-1 and A-2 are part of the terms of this Indenture.

Any additional Variable Pay Revolving Notes issued by the Issuer (in accordance with the instruction of the Depositor) after the Closing Date pursuant to Section 2.03 shall be issued in accordance with the provisions of this Indenture and shall be in substantially the form of Exhibit A-2 and shall have the same Note Rate (which may be adjusted as described in Section 2.03), Final Payment Date and priority for payment as the Variable Pay Revolving Notes issued on the Closing Date.

Section 2.02 Execution, Authentication and Delivery. The Notes shall be executed on behalf of the Issuer by any of its Authorized Officers. The signature of any such Authorized Officer on the Notes may be manual or facsimile.

Notes bearing the manual or facsimile signature of individuals who were at any time Authorized Officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

The Indenture Trustee shall upon Issuer Request authenticate and deliver Term Notes for original issue in an aggregate initial principal amount of 962,325,000 and Variable Pay Revolving Notes for original issue in an aggregate initial principal amount of \$28,762,000. The Class A-1 Notes, Class A-2 Notes, Class A-3 Notes, Class A-1 Variable Pay Revolving Notes, Class A-2 Variable Pay Revolving Notes and Class A-3 Variable Pay Revolving Notes, shall have an initial principal amount equal to the Initial Class A-1 Note Balance, Initial Class A-2 Note Balance, Initial Class A-3 Note Balance, Initial Class A-1 Variable Pay Revolving Note Balance, Initial Class A-2 Variable Pay Revolving Note Balance and Initial Class A-3 Variable Pay Revolving Note Balance, respectively.

Each Note shall be dated the date of its authentication. The Term Notes shall be issuable as registered Book-Entry Notes in minimum denominations of \$25,000 and integral multiples of \$1,000 in excess thereof and the Variable Pay Revolving Notes shall be issued as Definitive Notes in minimum denominations of \$250,000 and integral multiples of \$1,000 in excess thereof. Each Class of Variable Pay Revolving Notes issued pursuant to Section 2.03 shall be issued with an initial Note Balance equal to the outstanding Note Balance of the related Class of Term Notes as of the related Targeted Final Payment Date, plus, in the case of a substitute Variable Pay Revolving Note issued in connection with an Advance by an existing Holder, the remaining Note Balance of the Variable Pay Revolving Note being so substituted.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

Section 2.03 Advance or Additional Variable Pay Revolving Notes. Not later than sixty (60) days prior to a Targeted Final Payment Date, the Indenture Trustee, on behalf of the Issuer, will request an Advance (in substantially the form attached hereto as Exhibit C) from the Holder(s) of the related Class of Variable Pay Revolving Notes in an aggregate amount equal to the outstanding Note Balance of the related Class of Term Notes, to be paid on the Business Day prior to such Targeted Final Payment Date. Within thirty (30) days thereafter, each Holder of that Class of Variable Pay Revolving Notes shall notify the Indenture Trustee in writing (as set forth in Exhibit C) whether it will make such Advance, subject to the continued satisfaction of the conditions precedent specified in the Note Purchase Agreement.

If the Holder of such Class of Variable Pay Revolving Notes indicates that it will make an Advance, the Issuer shall issue and, upon receipt of an Issuer Order, the Indenture Trustee shall authenticate, a substitute Variable Pay Revolving Note for such Holder in a principal amount equal to the remaining Note Balance of such Holder's existing Variable Pay Revolving Note plus the amount of the Advance to be made by such Holder. The Indenture Trustee shall register such substitute Variable Pay Revolving Note to such Holder on or prior to the date such Advance is to be made in exchange for the Advance and the existing Variable Pay Revolving Note of such Holder.

If the Holders of such Class of Variable Pay Revolving Notes indicate to the Indenture Trustee that they will not make an Advance in an aggregate amount equal to the outstanding Note Balance of the related Class of Term Notes, the Indenture Trustee will notify the Depositor by close of business on the next Business Day. If insufficient Advances will be made, the Depositor may direct the Issuer to issue additional Variable Pay Revolving Notes in an aggregate amount equal to the related outstanding Class of Term Notes or such insufficiency, if less. Upon receipt of such direction and the related Advance, the Issuer shall issue and, upon receipt of an Issuer Order, the Indenture Trustee shall authenticate, such additional Variable Pay Revolving Notes in accordance with Sections 2.01 and 2.02 and Article IV. If such additional Variable Pay Revolving Notes are issued, the Indenture Trustee shall register such Variable Pay Revolving Notes in accordance with Article IV of this Indenture and deliver such Variable Pay Revolving Notes in accordance with the instructions of the Depositor. In addition, in connection with the issuance of the additional Variable Pay Revolving Notes, at the direction of, and pursuant to the procedures provided by, the Depositor, the Indenture Trustee shall contact the broker-dealers identified by the Depositor in order to solicit bids for the aggregate principal amount of Variable Pay Revolving Notes for which the Indenture Trustee has received notice that Advances will not be made. Within a reasonable time after receipt of the bids, the Indenture Trustee, in consultation with the Depositor, shall determine the lowest margin over LIBOR at which Variable Pay Revolving Notes in an aggregate amount equal to the amount of requested Advances which the Indenture Trustee has received notice will not be made, can be sold, and such margin shall become the new margin in effect for all the Variable Pay Revolving Notes, as of the related Targeted Final Payment Date; provided that such margin shall in no event exceed 0.50%; and provided further that, if any Holder of a Variable Pay Revolving Note agrees to make an Advance on the related Targeted Final Payment Date, such margin shall not be lower than the margin on the Variable Pay Revolving Notes immediately prior to such Targeted Final Payment Date. In addition, if there exists an unreimbursed Draw on the Policy, or a Servicing Default has occurred and is continuing, the margin on the Variable Pay Revolving Notes may not be increased without the consent of the Enhancer. All further actions of the Indenture Trustee necessary to effect the issuance and sale of such additional Variable Pay Revolving Notes shall be at the direction of the Depositor and in conformity with this Indenture.

Notwithstanding the foregoing, if an Early Amortization Event has occurred, an Insolvency Event with respect to the Enhancer has occurred and is continuing or a Default has occurred and is continuing, the Indenture Trustee will not request an Advance and the Issuer will not issue any additional Variable Pay Revolving Notes.

ARTICLE III

Covenants

Section 3.01 Collection of Payments with Respect to the Mortgage Loans. The Indenture Trustee shall establish and maintain with itself the Note Payment Account in which the Indenture Trustee shall, subject to the terms of this paragraph, deposit, on the same day as it is received from the Servicer, each remittance received by the Indenture Trustee with respect to the Mortgage Loans. The Indenture Trustee shall make all payments of principal of and interest on

the Notes, subject to Section 3.03 as provided in Section 3.05 herein from monies on deposit in the Note Payment Account.

Section 3.02 Maintenance of Office or Agency. The Issuer will maintain in the City of Minneapolis, Minnesota, an office or agency where, subject to satisfaction of conditions set forth herein, Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer hereby initially appoints the Indenture Trustee to serve as its agent for the foregoing purposes. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish the Indenture Trustee with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such surrenders, notices and demands.

Section 3.03 Money for Payments to Be Held in Trust; Paying Agent. As provided in Section 3.01, all payments of amounts due and payable with respect to any Notes that are to be made from amounts withdrawn from the Note Payment Account pursuant to Section 3.01 shall be made on behalf of the Issuer by the Indenture Trustee or by the Paying Agent, and no amounts so withdrawn from the Note Payment Account for payments of Notes shall be paid over to the Issuer except as provided in this Section 3.03. The Issuer hereby appoints the Indenture Trustee to act as initial Paying Agent hereunder. The Issuer will cause each Paying Agent other than the Indenture Trustee to execute and deliver to the Indenture Trustee an instrument in which such Paying Agent shall agree with the Indenture Trustee (and if the Indenture Trustee acts as Paying Agent, it hereby so agrees), subject to the provisions of this Section 3.03, that such Paying Agent will:

(a) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(b) give the Indenture Trustee and the Enhancer written notice of any default by the Issuer of which it has actual knowledge in the making of any payment required to be made with respect to the Notes;

(c) at any time during the continuance of any such default, upon the written request of the Indenture Trustee, forthwith pay to the Indenture Trustee all sums so held in trust by such Paying Agent;

(d) immediately resign as Paying Agent and forthwith pay to the Indenture Trustee all sums held by it in trust for the payment of Notes, if at any time it ceases to meet the standards required to be met by a Paying Agent at the time of its appointment;

(e) comply with all requirements of the Code with respect to the withholding from any payments made by it on any Notes of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith; and

(f) deliver to the Indenture Trustee a copy of the statement to Noteholders prepared with respect to each Payment Date by the Servicer pursuant to Section 4.01 of the Servicing Agreement.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Issuer Request direct any Paying Agent to pay to the Indenture Trustee all sums held in trust by such Paying Agent, such sums to be held by the Indenture Trustee upon the same trusts as those upon which the sums were held by such Paying Agent; and upon such payment by any Paying Agent to the Indenture Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Subject to applicable laws with respect to escheat of funds, any money held by the Indenture Trustee or any Paying Agent in trust for the payment of any amount due with respect to any Note and remaining unclaimed for one year after such amount has become due and payable shall be discharged from such trust and be paid to the Issuer on Issuer Request; and the Noteholder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof (but only to the extent of the amounts so paid to the Issuer), and all liability of the Indenture Trustee or such Paying Agent with respect to such trust money shall thereupon cease; provided, however, that the Indenture Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense and direction of the Issuer cause to be published once, in an Authorized Newspaper, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer. The Indenture Trustee may also adopt and employ, at the expense and direction of the Issuer, any other reasonable means of notification of such repayment (including, but not limited to, mailing notice of such repayment to Noteholders the Notes which have been called but have not been surrendered for redemption or whose right to or interest in monies due and payable but not claimed is determinable from the records of the Indenture Trustee or of any Paying Agent, at the last address of record for each such Noteholder).

Section 3.04 Existence. The Issuer will keep in full effect its existence, rights and franchises as a statutory trust under the laws of the State of Delaware (unless it becomes, or any successor Issuer hereunder is or becomes, organized under the laws of any other state or of the United States of America, in which case the Issuer will keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes, the Mortgage Loans and each other instrument or agreement included in the Trust Estate.

Section 3.05 Priority of Distributions; Defaulted Interest.

(a) In accordance with Section 3.03(a) of the Servicing Agreement, the priority of distributions on each Payment Date from Principal Collections and Interest Collections with respect to the Mortgage Loans, any optional advance of delinquent principal or interest on the Mortgage Loans made by the Servicer in respect of the related Collection Period, any Policy Draw Amount deposited into the Note Payment Account (to be applied solely with respect to the

payment of amounts described in clauses (i) and (vi) under this Section 3.05(a)), and any amounts transferred to the Note Payment Account or Funding Account from the Pre-Funding Account, Capitalized Interest Account, Funding Account or Reserve Sub-Account pursuant to Sections 3.16, 3.17, 3.18 and 3.19 of the Servicing Agreement, is as follows:

(i) from Interest Collections, any Capitalized Interest Requirement pursuant to Section 3.19(b) of the Servicing Agreement and any Policy Draw Amount with respect to the Notes deposited into the Note Payment Account on such Payment Date pursuant to Section 3.28(a)(ii), to the Note Payment Account, for payment by the Paying Agent to the Noteholders of each Class of Term Notes and Variable Pay Revolving Notes, *pari passu*, interest for the related Interest Period at the related Note Rate on the related Note Balance immediately prior to such Payment Date, excluding any Relief Act Shortfalls allocated thereto pursuant to Section 3.05(f), plus any such amount remaining unpaid from prior Payment Dates;

(ii) from Net Principal Collections, to the extent not paid pursuant to clause (i) above, to the Note Payment Account, for payment by the Paying Agent to the Noteholders of each Class of Term Notes and Variable Pay Revolving Notes, *pari passu*, interest for the related Interest Period at the related Note Rate on the related Note Balance immediately prior to such Payment Date, excluding any Relief Act Shortfalls allocated thereto pursuant to Section 3.05(f), plus any such amount remaining unpaid from prior Payment Dates;

(iii) during the Revolving Period, to the Funding Account, Principal Collections to the extent not previously applied to purchase Additional Balances or Subsequent Mortgage Loans;

(iv) from Interest Collections, to the Enhancer, the amount of the premium for the Policy and any unpaid premium for the Policy from prior Payment Dates, with interest thereon as provided in the Insurance Agreement;

(v) at the request of the holders of the Certificates, from Excess Spread, to the Distribution Account, for distribution to the holders of the Certificates, an amount equal to the Additional Balance Increase Amount;

(vi) during the Revolving Period and the Amortization Periods, to the Note Payment Account, the Principal Distribution Amount for payment by the Paying Agent to the Noteholders for each Class of Variable Pay Revolving Notes, *pro rata*, based on their respective Note Balances, including any Policy Draw Amount with respect to the Notes deposited into the Note Payment Account on such Payment Date pursuant to Section 3.28(a)(iii); provided that any Liquidation Loss Amounts for any Payment Date during the Revolving Period shall be deposited in the Funding Account; provided further, that any amounts transferred from the Pre-Funding Account pursuant to Section 3.18(b) of the Servicing Agreement after the aggregate Note Balance of the Variable Pay Revolving Notes has been reduced to zero shall be deposited into the Funding Account;

(vii) to the Enhancer, to reimburse it for prior draws made on the Policy, with interest thereon as provided in the Insurance Agreement;

(viii) from any remaining Excess Spread during the Revolving Period, first, to the Note Payment Account for payment to each Class of Variable Pay Revolving Notes, *pro rata*, based on their respective Note Balances, until the Note Balance thereof has been reduced to zero and then as a deposit to the Funding Account, the amount necessary to be applied on that Payment Date so that the Overcollateralization Amount, after giving effect to the application of funds pursuant to clause (vi) above, is not less than the Overcollateralization Target Amount;

(ix) from any remaining Excess Spread during the Amortization Periods, to the Note Payment Account, the amount necessary to be applied on such Payment Date for payment by the Paying Agent to the Noteholders of the Variable Pay Revolving Notes, which amount will be paid to each Class of the Variable Pay Revolving Notes, *pro rata*, based on their respective Note Balances, so that the Overcollateralization Amount, after giving effect to the application of funds pursuant to clause (vi) above, is not less than the Overcollateralization Target Amount;

(x) from any remaining Excess Spread during the Amortization Periods, to the Note Payment Account, any Liquidation Loss Amounts not otherwise covered by payments pursuant to clauses (vi), (viii) or (ix) above on such Payment Date or prior Payment Dates, for payment by the Paying Agent to the Noteholders of each Class of Variable Pay Revolving Notes, *pro rata*, based on their respective Note Balances;

(xi) to the Enhancer, any amounts owed to the Enhancer pursuant to the Insurance Agreement other than amounts specified in clauses (iv) or (vii) above;

(xii) to the Note Payment Account from the remaining Excess Spread, for payment by the Paying Agent to the Noteholders, any Interest Shortfalls on the Notes for such Payment Date and for any Payment Date not previously paid, *pro rata*, in accordance with Interest Shortfalls previously allocated thereto and remaining unpaid;

(xiii) during the Amortization Periods, to the Indenture Trustee, any amounts owing to the Indenture Trustee pursuant to Section 6.07 to the extent remaining unpaid;

(xiv) to the Reserve Sub-Account, the amount (if any) required pursuant to Section 3.05(c); and

(xv) any remaining amount, to the Distribution Account, for distribution to the holders of the Certificates by the Certificate Paying Agent in accordance with the Trust Agreement;

provided, that on the Final Payment Date, the amount that is required to be paid pursuant to clause (vi) above shall be equal to the Note Balance immediately prior to such Payment Date and

shall include any amount on deposit in the Note Payment Account on such Payment Date in accordance with Section 3.28(a)(iii).

For purposes of the foregoing, the Note Balance of each Class of Notes on each Payment Date during the Amortization Periods for such Class of Notes will be reduced (any such reduction, an "Unpaid Principal Amount") by the pro rata portion allocable to such Notes of all Liquidation Loss Amounts for such Payment Date, but only to the extent that such Liquidation Loss Amounts are not otherwise covered by payments made pursuant to clauses (vi), (viii), (ix) or (x) above, or by a draw on the Policy, and the Overcollateralization Amount is zero.

(b) Notwithstanding the allocation of payments described in Section 3.05(a), unless an Early Amortization Event has occurred, all Collections on the Mortgage Loans payable as principal distributions on the Variable Pay Revolving Notes during the Amortization Periods will be so paid until the aggregate Note Balance of the Variable Pay Revolving Notes has been reduced to zero and thereafter, will be deposited into the Reserve Sub-Account. On the first Payment Date following the next Targeted Final Payment Date, amounts in the Reserve Sub-Account will be deposited into the Note Payment Account and applied as principal payments, *pro rata*, on the Variable Pay Revolving Notes based on their respective Note Balances.

Notwithstanding the allocation of payments described in Section 3.05(a), if an Early Amortization Event has occurred, all amounts in the Reserve Sub-Account and all Collections on the Mortgage Loans payable as principal distributions on the Variable Pay Revolving Notes pursuant to Section 3.05(a) will be paid on each Payment Date to the Holders of the Variable Pay Revolving Notes and the Term Notes, *pro rata*, based on their respective Note Balances.

(c) Within sixty (60) Business Days of each Targeted Final Payment Date, the Indenture Trustee, on behalf of the Issuer, will request an Advance (under the circumstances and in the manner set forth in Section 2.03 hereof) from the Holder of the related Class of Variable Pay Revolving Notes, the proceeds of which shall be applied by the Indenture Trustee to make principal payments in an amount equal to the outstanding Note Balance on the related Class of Term Notes on such Targeted Final Payment Date or, if received within 10 days following such Targeted Final Payment Date (but not later than 1:00 p.m. New York time on the 10th day or, if such 10th day is not a Business Day, the immediately preceding Business Day), not later than the 10th day following the related Targeted Final Payment Date or, if such 10th day is not a Business Day, the immediately preceding Business Day. If no Advance is received, the Issuer shall, at the direction of the Depositor, issue additional Variable Pay Revolving Notes. Neither the Advance, nor proceeds from the sale of additional Variable Pay Revolving Notes issued with respect to a Targeted Final Payment Date, will exceed or be less than the amount necessary to pay the outstanding Note Balance on the related Class of Term Notes on such Targeted Final Payment Date. Advances may be made and additional Variable Pay Revolving Notes may be issued only in connection with a Targeted Final Payment Date and in accordance with this Indenture and the Trust Agreement. If no Advance is received, and the Trust fails to issue additional Variable Pay Revolving Notes on a Targeted Final Payment Date, an amount equal to 10 days interest on the related Class of Term Notes shall be deposited into the Reserve Sub-Account pursuant to Section

3.05(a)(xv) from amounts otherwise payable to Certificateholders. Upon the issuance and sale by the Trust of additional Variable Pay Revolving Notes within 10 days after the related Targeted Final Payment Date, the amount of interest deposited into the Reserve Sub-Account pursuant to Section 3.05(a)(xv) shall be paid to the Holders of the related Class of Term Notes, together with the Note Balance of such Class, in an amount equal to the interest accrued on such Class of Term Notes through the date of payment.

(d) On each Payment Date, the Paying Agent shall apply, from amounts on deposit in the Note Payment Account, and in accordance with the Servicing Certificate, the amounts set forth above in the order of priority set forth in Section 3.05(a).

Amounts paid to Noteholders shall be paid in respect of the Notes in accordance with the applicable percentage as set forth in Section 3.05(e). Interest on the Notes will be computed on the basis of the actual number of days in each Interest Period and a 360-day year. Any installment of interest or principal payable on any Note that is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Noteholder of record thereof on the immediately preceding Record Date by wire transfer to an account specified in writing by such Noteholder reasonably satisfactory to the Indenture Trustee, or by check or money order mailed to such Noteholder at such Noteholder's address appearing in the Note Register, the amount required to be distributed to such Noteholder on such Payment Date pursuant to such Noteholder's Notes; provided, that the Indenture Trustee shall not pay to any such Noteholder any amounts required to be withheld from a payment to such Noteholder by the Code.

(e) Principal of each Note shall be due and payable in full on the Final Payment Date as provided in the applicable form of Note set forth in Exhibits A-1 and A-2. All principal payments on the Term Notes and Variable Pay Revolving Notes of each Class shall be made in accordance with the priorities set forth in Sections 3.05(a), 3.05(b) and 3.05(c) to the Noteholders entitled thereto in accordance with the related Percentage Interests represented thereby. Upon written notice to the Indenture Trustee by the Issuer, the Indenture Trustee shall notify the Person in the name of which a Note is registered at the close of business on the Record Date preceding the applicable Targeted Final Payment Date, the Final Payment Date or other final Payment Date, as applicable. Such notice shall be mailed no later than five Business Days prior to the Final Payment Date or such other final Payment Date and, unless such Note is then a Book-Entry Note, shall specify that payment of the principal amount and any interest due with respect to such Note at the Final Payment Date or such other final Payment Date will be payable only upon presentation and surrender of such Note, and shall specify the place where such Note may be presented and surrendered for such final payment.

On each Payment Date, the Overcollateralization Amount available to cover any Liquidation Loss Amounts on such Payment Date shall be deemed to be reduced by an amount equal to such Liquidation Loss Amounts (except to the extent that such Liquidation Loss Amounts were covered on such Payment Date by a payment in respect of Liquidation Loss Amounts).

(f) With respect to any Payment Date, interest payments on the Notes will be reduced by any Relief Act Shortfalls for the related Collection Period on a pro rata basis in accordance with the amount of interest payable on the Notes on such Payment Date, absent such reduction.

Section 3.06 Protection of Trust Estate.

(a) The Issuer shall from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and will take such other action necessary or advisable to:

(i) maintain or preserve the lien and security interest (and the priority thereof) of this Indenture or carry out more effectively the purposes hereof;

(ii) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture;

(iii) cause the Trust to enforce any of the Mortgage Loans; or

(iv) preserve and defend title to the Trust Estate and the rights of the Indenture Trustee and the Noteholders in such Trust Estate against the claims of all persons and parties.

(b) Except as otherwise provided in this Indenture, the Indenture Trustee shall not remove any portion of the Trust Estate that consists of money or is evidenced by an instrument, certificate or other writing from the jurisdiction in which it was held at the date of the most recent Opinion of Counsel delivered pursuant to Section 3.07 (or from the jurisdiction in which it was held as described in the Opinion of Counsel delivered at the Closing Date pursuant to Section 3.07, if no Opinion of Counsel has yet been delivered pursuant to Section 3.07) unless the Indenture Trustee shall have first received an Opinion of Counsel to the effect that the lien and security interest created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions.

The Issuer hereby designates the Indenture Trustee its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument required to be executed pursuant to this Section 3.06.

Section 3.07 Opinions as to Trust Estate.

On the Closing Date, the Issuer shall furnish to the Indenture Trustee and the Owner Trustee an Opinion of Counsel at the expense of the Issuer stating that, upon delivery of the Loan Agreements relating to the Initial Mortgage Loans to the Indenture Trustee or the Custodian in the State of Pennsylvania, the Indenture Trustee will have a perfected, first priority security interest in such Mortgage Loans.

On or before December 31st in each calendar year, beginning in 2005, the Issuer shall furnish to the Indenture Trustee an Opinion of Counsel at the expense of the Issuer either stating that, in the opinion of such counsel, no further action is necessary to maintain a perfected, first priority security interest in the Mortgage Loans until December 31 in the following calendar year or, if any such action is required to maintain such security interest in the Mortgage Loans, such Opinion of Counsel shall also describe the recording, filing, re-recording and re-filing of this

Indenture, any indentures supplemental hereto and any other requisite documents and the execution and filing of any financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the security interest in the Mortgage Loans until December 31 in the following calendar year.

Section 3.08 Performance of Obligations; Servicing Agreement.

(a) The Issuer shall punctually perform and observe all of its obligations and agreements contained in this Indenture, the Basic Documents and in the instruments and agreements included in the Trust Estate.

(b) The Issuer may contract with other Persons to assist it in performing its duties under this Indenture, and any performance of such duties by a Person identified to the Indenture Trustee in an Officer's Certificate of the Issuer shall be deemed to be action taken by the Issuer.

(c) The Issuer shall not take any action or permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under any of the documents relating to the Mortgage Loans or under any instrument included in the Trust Estate, or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any of the documents relating to the Mortgage Loans or any such instrument, except such actions as the Servicer is expressly permitted to take in the Servicing Agreement.

(d) The Issuer may retain an administrator and may enter into contracts with other Persons for the performance of the Issuer's obligations hereunder, and performance of such obligations by such Persons shall be deemed to be performance of such obligations by the Issuer.

Section 3.09 Negative Covenants. So long as any Notes are Outstanding, the Issuer shall not:

(a) except as expressly permitted by this Indenture, sell, transfer, exchange or otherwise dispose of the Trust Estate, unless directed to do so by the Indenture Trustee pursuant to Section 5.04 hereof;

(b) claim any credit on, or make any deduction from the principal or interest payable in respect of, the Notes (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Noteholder by reason of the payment of the taxes levied or assessed upon any part of the Trust Estate;

(c) (i) permit the validity or effectiveness of this Indenture to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Notes under this Indenture except as may be expressly permitted hereby, (ii) permit any lien, charge, excise, claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or

any part thereof or any interest therein or the proceeds thereof or (iii) permit the lien of this Indenture not to constitute a valid first priority security interest in the Trust Estate; or

(d) impair or cause to be impaired the Issuer's interest in the Mortgage Loans, the Purchase Agreement or in any other Basic Document, if any such action would materially and adversely affect the interests of the Noteholders.

Section 3.10 Annual Statement as to Compliance. The Issuer shall deliver to the Indenture Trustee, within 120 days after the end of each fiscal year of the Issuer (commencing with the fiscal year ending on December 31, 2005), an Officer's Certificate stating, as to the Authorized Officer signing such Officer's Certificate, that:

(a) a review of the activities of the Issuer during such year and of its performance under this Indenture and the Trust Agreement has been made under such Authorized Officer's supervision; and

(b) to the best of such Authorized Officer's knowledge, based on such review, the Issuer has complied with all conditions and covenants under this Indenture and the provisions of the Trust Agreement throughout such year, or, if there has been a default in its compliance with any such condition or covenant, specifying each such default known to such Authorized Officer and the nature and status thereof.

Section 3.11 Recordation of Assignments. The Issuer shall enforce the obligation, if any, of the Sellers under the Purchase Agreement to submit or cause to be submitted for recordation all Assignments of Mortgages within 60 days of receipt of recording information by the Servicer.

Section 3.12 Representations and Warranties Concerning the Mortgage Loans. The Indenture Trustee, as pledgee of the Mortgage Loans, shall have the benefit of (i) the representations and warranties made by GMACM in Section 3.1(a) and Section 3.1(b) of the Purchase Agreement and (ii) the benefit of the representations and warranties made by WG Trust 2003 in Section 3.1(d) of the Purchase Agreement, in each case, concerning the Mortgage Loans and the right to enforce the remedies against GMACM or WG Trust 2003 provided in Section 3.1(e) of the Purchase Agreement, as applicable, to the same extent as though such representations and warranties were made directly to the Indenture Trustee.

Section 3.13 Assignee of Record of the Mortgage Loans. As pledgee of the Mortgage Loans, the Indenture Trustee shall hold title to the Mortgage Loans by being named as payee in the endorsements or assignments of the Loan Agreements and assignee in the Assignments of Mortgage to be delivered under Section 2.1 of the Purchase Agreement. Except as expressly provided in the Purchase Agreement or in the Servicing Agreement with respect to any specific Mortgage Loan, the Indenture Trustee shall not execute any endorsement or assignment or otherwise release or transfer such title to any of the Mortgage Loans until such time as the remaining Trust Estate may be released pursuant to Section 8.05(b). The Indenture Trustee's holding of such title shall in all respects be subject to its fiduciary obligations to the Noteholders hereunder.

Section 3.14 Servicer as Agent and Bailee of the Indenture Trustee. Solely for purposes of perfection under Section 9-313 or 9-314 of the UCC or other similar applicable law, rule or regulation of the state in which such property is held by the Servicer, the Issuer and the Indenture Trustee hereby acknowledge that the Servicer is acting as agent and bailee of the Indenture Trustee in holding amounts on deposit in the Custodial Account pursuant to Section 3.02 of the Servicing Agreement that are allocable to the Mortgage Loans, as well as the agent and bailee of the Indenture Trustee in holding any Related Documents released to the Servicer pursuant to Section 3.06(c) of the Servicing Agreement, and any other items constituting a part of the Trust Estate which from time to time come into the possession of the Servicer. It is intended that, by the Servicer's acceptance of such agency pursuant to Section 3.02 of the Servicing Agreement, the Indenture Trustee, as a pledgee of the Mortgage Loans, will be deemed to have possession of such Related Documents, such monies and such other items for purposes of Section 9-313 or 9-314 of the UCC of the state in which such property is held by the Servicer.

Section 3.15 Investment Company Act. The Issuer shall not become an "investment company" or under the "control" of an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (or any successor or amendatory statute), and the rules and regulations thereunder (taking into account not only the general definition of the term "investment company" but also any available exceptions to such general definition); provided, however, that the Issuer shall be in compliance with this Section 3.15 if it shall have obtained an order exempting it from regulation as an "investment company" so long as it is in compliance with the conditions imposed in such order.

Section 3.16 Issuer May Consolidate, etc.

(a) The Issuer shall not consolidate or merge with or into any other Person, unless:

(i) the Person (if other than the Issuer) formed by or surviving such consolidation or merger shall be a Person organized and existing under the laws of the United States of America or any state or the District of Columbia and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form reasonably satisfactory to the Indenture Trustee, the due and punctual payment of the principal of and interest on all Notes and to the Certificate Paying Agent, on behalf of the Certificateholders and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein;

(ii) immediately after giving effect to such transaction, no Event of Default shall have occurred and be continuing;

(iii) the Enhancer shall have consented thereto and each Rating Agency shall have notified the Issuer that such transaction will not cause a Rating Event, without taking into account the Policy;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee and the Enhancer) to the effect that such transaction will not have any material adverse tax consequence to the Issuer, any Noteholder or any Certificateholder;

(v) any action that is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation or merger and such supplemental indenture comply with this Article III and that all conditions precedent herein provided for relating to such transaction have been complied with (including any filing required by the Exchange Act).

(b) The Issuer shall not convey or transfer any of its properties or assets, including those included in the Trust Estate, to any Person, unless:

(i) the Person that acquires by conveyance or transfer the properties and assets of the Issuer the conveyance or transfer of which is hereby restricted shall (A) be a United States citizen or a Person organized and existing under the laws of the United States of America or any state, (B) expressly assumes, by an indenture supplemental hereto, executed and delivered to the Indenture Trustee, in form satisfactory to the Indenture Trustee, the due and punctual payment of the principal of and interest on all Notes and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein, (C) expressly agrees by means of such supplemental indenture that all right, title and interest so conveyed or transferred shall be subject and subordinate to the rights of Noteholders of the Notes, (D) unless otherwise provided in such supplemental indenture, expressly agrees to indemnify, defend and hold harmless the Issuer against and from any loss, liability or expense arising under or related to this Indenture and the Notes and (E) expressly agrees by means of such supplemental indenture that such Person (or if a group of Persons, then one specified Person) shall make all filings with the Commission (and any other appropriate Person) required by the Exchange Act in connection with the Notes;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iii) the Enhancer shall have consented thereto, and each Rating Agency shall have notified the Issuer that such transaction will not cause a Rating Event, if determined without regard to the Policy;

(iv) the Issuer shall have received an Opinion of Counsel (and shall have delivered copies thereof to the Indenture Trustee) to the effect that such transaction will not have any material adverse tax consequence to the Issuer or any Noteholder;

(v) any action that is necessary to maintain the lien and security interest created by this Indenture shall have been taken; and

(vi) the Issuer shall have delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such conveyance or transfer and such supplemental indenture comply with this Article III and that all conditions precedent herein provided for relating to such transaction have been complied with (including any filing required by the Exchange Act).

Section 3.17 Successor or Transferee.

(a) Upon any consolidation or merger of the Issuer in accordance with Section 3.16(a), the Person formed by or surviving such consolidation or merger (if other than the Issuer) shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Person had been named as the Issuer herein.

(b) Upon a conveyance or transfer of all the assets and properties of the Issuer pursuant to Section 3.16(b), the Issuer shall be released from every covenant and agreement of this Indenture to be observed or performed on the part of the Issuer with respect to the Notes immediately upon the delivery of written notice to the Indenture Trustee of such conveyance or transfer.

Section 3.18 No Other Business. The Issuer shall not engage in any business other than financing, purchasing, owning and selling and managing the Mortgage Loans and the issuance of the Notes and Certificates in the manner contemplated by this Indenture and the Basic Documents and all activities incidental thereto.

Section 3.19 No Borrowing. The Issuer shall not issue, incur, assume, guarantee or otherwise become liable, directly or indirectly, for any indebtedness except for the Notes.

Section 3.20 Guarantees, Loans, Advances and Other Liabilities. Except as contemplated by this Indenture or the other Basic Documents, the Issuer shall not make any loan or advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing or otherwise), endorse or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stocks or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations, assets or securities of, or any other interest in, or make any capital contribution to, any other Person.

Section 3.21 Capital Expenditures. The Issuer shall not make any expenditure (by long-term or operating lease or otherwise) for capital assets (either realty or personalty).

Section 3.22 Owner Trustee Not Liable for Certificates or Related Documents. The recitals contained herein shall be taken as the statements of the Issuer, and the Owner Trustee and the Indenture Trustee assume no responsibility for the correctness of the recitals contained herein. The Owner Trustee and the Indenture Trustee make no representations as to the validity

or sufficiency of this Indenture or any other Basic Document, of the Certificates (other than the signatures of the Owner Trustee or the Indenture Trustee on the Certificates) or the Notes, or of any Related Documents. The Owner Trustee and the Indenture Trustee shall at no time have any responsibility or liability with respect to the sufficiency of the Trust Estate or its ability to generate the payments to be distributed to Certificateholders under the Trust Agreement or the Noteholders under this Indenture, including, the compliance by the Depositor or the Sellers with any warranty or representation made under any Basic Document or in any related document or the accuracy of any such warranty or representation, or any action of the Certificate Paying Agent, the Certificate Registrar or any other person taken in the name of the Owner Trustee or the Indenture Trustee.

Section 3.23 Restricted Payments. The Issuer shall not, directly or indirectly, (i) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to the Owner Trustee or any owner of a beneficial interest in the Issuer or otherwise with respect to any ownership or equity interest or security in or of the Issuer, (ii) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or security or (iii) set aside or otherwise segregate any amounts for any such purpose; provided, however, that the Issuer may make, or cause to be made, (x) distributions to the Owner Trustee and the Certificateholders as contemplated by, and to the extent funds are available for such purpose under, the Trust Agreement and (y) payments to the Servicer pursuant to the terms of the Servicing Agreement. The Issuer will not, directly or indirectly, make payments to or distributions from the Custodial Account except in accordance with this Indenture and the other Basic Documents.

Section 3.24 Notice of Events of Default. The Issuer shall give the Indenture Trustee, the Enhancer and the Rating Agencies prompt written notice of each Event of Default hereunder and under the Trust Agreement.

Section 3.25 Further Instruments and Acts. Upon request of the Indenture Trustee, the Issuer shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 3.26 Statements to Noteholders. On each Payment Date, each of the Indenture Trustee and the Certificate Registrar shall make available to the Depositor, the Owner Trustee, each Rating Agency, each Noteholder and each Certificateholder, with a copy to the Enhancer, the Servicing Certificate provided to the Indenture Trustee by the Servicer relating to such Payment Date and delivered pursuant to Section 4.01 of the Servicing Agreement.

The Indenture Trustee will make the Servicing Certificate (and, at its option, any additional files containing the same information in an alternative format) available each month to Securityholders and the Enhancer, and other parties to this Indenture via the Indenture Trustee's internet website. The Indenture Trustee's internet website shall initially be located at "www.ctslink.com." Assistance in using the website can be obtained by calling the Indenture Trustee's customer service desk at (301) 815-6600. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Indenture Trustee shall have the right

to change the way the statement to Securityholders are distributed in order to make such distribution more convenient or more accessible to the above parties and the Indenture Trustee shall provide timely and adequate notification to all above parties regarding any such changes. The Indenture Trustee may require registration and acceptance of a disclaimer in connection with providing access to its website.

Section 3.27 Determination of Note Rate. On the second LIBOR Business Day immediately preceding (i) the Closing Date in the case of the first Interest Period and (ii) the first day of each succeeding Interest Period, the Indenture Trustee shall determine LIBOR and the applicable Note Rate for such Interest Period and shall inform the Issuer, the Servicer and the Depositor by means of the Indenture Trustee's online service.

Section 3.28 Payments under the Policy.

(a) (i) If the Servicing Certificate specifies a Policy Draw Amount for any Payment Date, the Indenture Trustee shall make a draw on the Policy in an amount specified in the Servicing Certificate for such Payment Date or, if no amount is specified, the Indenture Trustee shall make a draw on the Policy in the amount by which the amount on deposit in the Note Payment Account is less than interest due on the Notes on such Payment Date.

(ii) The Indenture Trustee shall deposit or cause to be deposited such Policy Draw Amount into the Note Payment Account on such Payment Date to the extent such amount relates to clause (a) of the definition of "Deficiency Amount" or clause (b) of the definition of "Insured Amount".

(iii) To the extent such amount relates to clause (b) of the definition of "Deficiency Amount", the Indenture Trustee shall (i) during the Revolving Period, deposit such amount into the Funding Account as Principal Collections and (ii) during the Amortization Periods, deposit such amount into the Note Payment Account.

(b) The Indenture Trustee shall submit, if a Policy Draw Amount is specified in any statement to Securityholders prepared pursuant to Section 4.01 of the Servicing Agreement, the Notice (in the form attached as Exhibit A to the Policy) to the Enhancer no later than 12:00 noon, New York City time, on the second (2nd) Business Day prior to the applicable Payment Date.

Section 3.29 Replacement/Additional Enhancement. The Issuer (or the Servicer on its behalf) may, at its expense, in accordance with and upon satisfaction of the conditions set forth herein, but shall not be required to, obtain a surety bond, letter of credit, guaranty or reserve account as a Permitted Investment for amounts on deposit in the Capitalized Interest Account, or may arrange for any other form of additional credit enhancement; provided, that after prior notice thereto, no Rating Agency shall have informed the Issuer that a Rating Event would occur as a result thereof (without taking the Policy into account); and provided further, that the issuer of any such instrument or facility and the timing and mechanism for drawing on such additional enhancement shall be acceptable to the Indenture Trustee and the Enhancer. It shall be a condition to procurement of any such additional credit enhancement that there be delivered to the

Indenture Trustee and the Enhancer (a) an Opinion of Counsel, acceptable in form to the Indenture Trustee and the Enhancer, from counsel to the provider of such additional credit enhancement with respect to the enforceability thereof and such other matters as the Indenture Trustee or the Enhancer may require and (b) an Opinion of Counsel to the effect that the procurement of such additional enhancement would not (i) adversely affect in any material respect the tax status of the Notes or the Certificates or (ii) cause the Issuer to be taxable as an association (or a publicly traded partnership) for federal income tax purposes or to be classified as a taxable mortgage pool within the meaning of Section 7701(i) of the Code.

Section 3.30 Additional Representations of Issuer.

The Issuer hereby represents and warrants to the Indenture Trustee that as of the Closing Date:

- (a) This Indenture creates a valid and continuing security interest (as defined in the applicable UCC) in the Loan Agreements in favor of the Indenture Trustee, which security interest is prior to all other Liens (except as expressly permitted otherwise in this Indenture), and is enforceable as such as against creditors of and purchasers from the Issuer.
- (b) The Loan Agreements constitute "instruments" within the meaning of the applicable UCC.
- (c) The Issuer owns and has good and marketable title to the Loan Agreements free and clear of any Lien of any Person.
- (d) The original executed copy of each Loan Agreement (except for any Loan Agreement with respect to which a Lost Note Affidavit has been delivered to the Custodian) has been delivered to the Custodian.
- (e) The Issuer has received a written acknowledgment from the Custodian that the Custodian is acting solely as agent of the Indenture Trustee for the benefit of the Noteholders.
- (f) Other than the security interest granted to the Indenture Trustee pursuant to this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Loan Agreements. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Loan Agreements other than any financing statement relating to the security interest granted to the Indenture Trustee hereunder or any security interest that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.
- (g) None of the Loan Agreements has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee, except for (i) any endorsements that are part of a complete chain of endorsements from the originator of the Loan Agreement to the Indenture Trustee,

and (ii) any marks or notations pertaining to Liens that have been terminated or released.

- (h) None of the provisions of this Section 3.30 shall be waived without the prior written confirmation from Standard & Poor's that such waiver shall not result in a reduction or withdrawal of the then-current rating of the Notes.

ARTICLE IV

The Notes; Satisfaction And Discharge Of Indenture

Section 4.01 The Notes; Variable Pay Revolving Notes

(a) The Term Notes shall be registered in the name of a nominee designated by the Depository. Beneficial Owners will hold interests in the Term Notes through the book-entry facilities of the Depository in minimum initial Term Note Balances of \$25,000 and integral multiples of \$1,000 in excess thereof.

The Indenture Trustee may for all purposes (including the making of payments due on the Notes) deal with the Depository as the authorized representative of the Beneficial Owners with respect to the Term Notes for the purposes of exercising the rights of Noteholders of Term Notes hereunder. Except as provided in the next succeeding paragraph of this Section 4.01, the rights of Beneficial Owners with respect to the Term Notes shall be limited to those established by law and agreements between such Beneficial Owners and the Depository and Depository Participants. Except as provided in Section 4.08, Beneficial Owners shall not be entitled to definitive certificates for the Term Notes as to which they are the Beneficial Owners. Requests and directions from, and votes of, the Depository as Noteholder of the Term Notes shall not be deemed inconsistent if they are made with respect to different Beneficial Owners. The Indenture Trustee may establish a reasonable record date in connection with solicitations of consents from or voting by Noteholders and give notice to the Depository of such record date. Without the consent of the Issuer and the Indenture Trustee, no Term Note may be transferred by the Depository except to a successor Depository that agrees to hold such Note for the account of the Beneficial Owners.

In the event the Depository Trust Company resigns or is removed as Depository, the Indenture Trustee, at the request of the Servicer and with the approval of the Issuer may appoint a successor Depository. If no successor Depository has been appointed within 30 days of the effective date of the Depository's resignation or removal, each Beneficial Owner shall be entitled to certificates representing the Notes it beneficially owns in the manner prescribed in Section 4.08.

The Notes shall, on original issue, be executed on behalf of the Issuer by the Owner Trustee, not in its individual capacity but solely as Owner Trustee and upon Issuer Order, authenticated by the Note Registrar and delivered by the Indenture Trustee to or upon the order of the Issuer.

(b) The Variable Pay Revolving Notes issued on the Closing Date shall be issued in definitive form and shall bear the designation "Class A-1 VPRN-1," "Class A-2 VPRN-1" and "Class A-3 VPRN-1," as applicable, and each new Class of Variable Pay Revolving Notes will be issued in definitive form and shall bear sequential numerical designations in the order of their issuance.

Section 4.02 Registration of and Limitations on Transfer and Exchange of Notes; Appointment of Certificate Registrar. The Issuer shall cause to be kept at the Indenture Trustee's Corporate Trust Office a Note Register in which, subject to such reasonable regulations as it may prescribe, the Note Registrar shall provide for the registration of Notes and of transfers and exchanges of Notes as herein provided. The Issuer hereby appoints the Indenture Trustee as the initial Note Registrar.

Subject to the restrictions and limitations set forth below, upon surrender for registration of transfer of any Note at the Corporate Trust Office, the Issuer shall execute, and the Note Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes in authorized initial Note Balances evidencing the same aggregate Percentage Interests.

No transfer, sale, pledge or other disposition of a Variable Pay Revolving Note shall be made unless such transfer, sale, pledge or other disposition is exempt from the registration requirements of the Securities Act, and any applicable state securities laws or is made in accordance with said Act and laws. In the event of any such transfer, the Indenture Trustee or the Issuer shall require the transferee to either (i) execute an investment letter in substantially the form attached hereto as Exhibit B (or in such form and substance reasonably satisfactory to the Indenture Trustee and the Issuer) which investment letters shall not be an expense of the Owner Trustee, the Indenture Trustee, the Servicer, the Depositor or the Issuer and which investment letter states that, among other things, such transferee (a) is a "qualified institutional buyer" as defined under Rule 144A, acting for its own account or the accounts of other "qualified institutional buyers" as defined under Rule 144A, and (b) is aware that the proposed transferor intends to rely on the exemption from registration requirements under the Securities Act, provided by Rule 144A or (ii) deliver to the Indenture Trustee and the Issuer (a) an investment letter executed by the transferee in substantially the form of Exhibit D, (b) a representation letter executed by the transferor in substantially the form of Exhibit E and (c) an opinion of counsel to the effect that such transfer is not required to be registered under the Securities Act and the facts surrounding the transfer do not create a security that is required to be registered under the Securities Act, in each case, acceptable to and in form and substance reasonably satisfactory to the Issuer and the Indenture Trustee, which opinion and letters shall not be an expense of the Owner Trustee, the Indenture Trustee, the Servicer, the Depositor or the Issuer. The Noteholder of a Variable Pay Revolving Note desiring to effect such transfer shall, and does hereby agree to, indemnify the Indenture Trustee, the Enhancer and the Issuer against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws. In addition, no transfer of any Variable Pay Revolving Note or any interest therein shall be made to any employee benefit plan or certain other retirement plans and arrangements, including individual retirement accounts and annuities, Keogh plans and bank collective investment funds and insurance company general or separate accounts in which such plans, accounts or

arrangements are invested, that are subject to ERISA or Section 4975 of the Code (collectively, a "Plan"), any Person acting, directly or indirectly, on behalf of any such Plan or any Person acquiring such Variable Pay Revolving Note with "plan assets" of a Plan within the meaning of the Department of Labor Regulations Section 2510.3-101 ("Plan Assets") unless the Indenture Trustee and the Servicer are provided with an Opinion of Counsel that establishes to the satisfaction of the Indenture Trustee and the Servicer that the purchase of such Variable Pay Revolving Note is permissible under applicable law, will not constitute or result in any prohibited transaction under ERISA or Section 4975 of the Code and will not subject the Indenture Trustee or the Servicer to any obligation or liability (including obligations or liabilities under ERISA or Section 4975 of the Code) in addition to those undertaken in this Indenture, which Opinion of Counsel shall not be an expense of the Indenture Trustee or the Servicer. In lieu of such Opinion of Counsel, any Person acquiring such Variable Pay Revolving Note shall provide a certification in the form of Exhibit G to the Trust Agreement, which the Indenture Trustee and the Servicer may rely upon without further inquiry or investigation. Neither an Opinion of Counsel nor a certification will be required in connection with the initial transfer of any such Variable Pay Revolving Note by the Owner Trust to the Depositor or any transfer from the Depositor to an Affiliate of the Depositor (in which case, the Depositor or any such Affiliate shall be deemed to have represented that the Depositor or such Affiliate, as applicable, is not a Plan or a Person investing Plan Assets of any Plan) and the Indenture Trustee shall be entitled to conclusively rely upon a representation (which shall be a written representation) from the Depositor of the status of such transferee as an Affiliate of the Depositor.

Until the earlier of (i) 10 days after the Targeted Final Payment Date for the related Class of Term Notes or (ii) the occurrence of an Early Amortization Event, no Variable Pay Revolving Note issued after the Closing Date, either at issuance or upon sale transfer, pledge or other disposition, will be registered in the name of any Holder unless such Holder shall have established, to the satisfaction of the Indenture Trustee and the Depositor, that such Holder is either an Initial Purchaser, any Affiliate thereof or a broker-dealer acquiring a Variable Pay Revolving Note for resale or has the Required Ratings (or its obligations are guaranteed by an entity that has the Required Ratings) or such Holder shall have been approved by Noteholders representing 51% of the aggregate Note Balance of each Class of Term Notes and the Enhancer (provided that no Enhancer Default or Insolvency Event with respect to the Enhancer has occurred and is continuing), which approval of the Enhancer shall not be unreasonably withheld; provided, that if the Enhancer shall not have notified the Depositor or the Indenture Trustee within five (5) days of receiving notice of a proposed transferee, that the Enhancer does not approve such Holder, such approval shall be deemed to have been made.

Subject to the foregoing, at the option of the Noteholders, Notes may be exchanged for other Notes of like tenor, in each case in authorized initial Note Balances evidencing the same aggregate Percentage Interests, upon surrender of the Notes to be exchanged at the Corporate Trust Office of the Note Registrar. Whenever any Notes are so surrendered for exchange, the Issuer shall execute and the Note Registrar shall authenticate and deliver the Notes which the Noteholder making the exchange is entitled to receive. Each Note presented or surrendered for registration of transfer or exchange shall (if so required by the Note Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer in form reasonably satisfactory to the Note Registrar duly executed by, the Noteholder thereof or his attorney duly authorized in

writing with such signature guaranteed by a commercial bank or trust company located or having a correspondent located in The City of New York. Notes delivered upon any such transfer or exchange will evidence the same obligations, and will be entitled to the same rights and privileges, as the Notes surrendered.

No service charge shall be imposed for any registration of transfer or exchange of Notes, but the Note Registrar shall require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes.

All Notes surrendered for registration of transfer and exchange shall be cancelled by the Note Registrar and delivered to the Indenture Trustee for subsequent destruction without liability on the part of either.

The Issuer hereby appoints the Indenture Trustee as Certificate Registrar to keep at its Corporate Trust Office a Certificate Register pursuant to Section 3.09 of the Trust Agreement in which, subject to such reasonable regulations as it may prescribe, the Certificate Registrar shall provide for the registration of Certificates and of transfers and exchanges thereof pursuant to Section 3.05 of the Trust Agreement. The Indenture Trustee hereby accepts such appointment.

Each purchaser of a Note, by its acceptance of the Note, shall be deemed to have represented that the acquisition of such Note by the purchaser does not constitute or give rise to a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, for which no statutory, regulatory or administrative exemption is available.

Section 4.03 Mutilated, Destroyed, Lost or Stolen Notes. If (i) any mutilated Note is surrendered to the Indenture Trustee, or the Indenture Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (ii) there is delivered to the Indenture Trustee such security or indemnity as may be required by it to hold the Issuer and the Indenture Trustee harmless, then, in the absence of notice to the Issuer, the Note Registrar or the Indenture Trustee that such Note has been acquired by a bona fide purchaser, and provided that the requirements of Section 8 405 of the UCC are met, the Issuer shall execute, and upon its request the Indenture Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a replacement Note of the same class; provided, however, that if any such destroyed, lost or stolen Note, but not a mutilated Note, shall have become or within seven days shall be due and payable, instead of issuing a replacement Note, the Issuer may pay such destroyed, lost or stolen Note when so due or payable without surrender thereof. If, after the delivery of such replacement Note or payment of a destroyed, lost or stolen Note pursuant to the proviso to the preceding sentence, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the Issuer and the Indenture Trustee shall be entitled to recover such replacement Note (or such payment) from the Person to whom it was delivered or any Person taking such replacement Note from such Person to whom such replacement Note was delivered or any assignee of such Person, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Indenture Trustee in connection therewith.

Upon the issuance of any replacement Note under this Section 4.03, the Issuer may require the payment by the Noteholder of such Note of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

Every replacement Note issued pursuant to this Section 4.03 in replacement of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 4.03 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 4.04 Persons Deemed Owners. Prior to due presentment for registration of transfer of any Note, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the Person in whose name any Note is registered (as of the day of determination) as the owner of such Note for the purpose of receiving payments of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee shall be affected by notice to the contrary.

Section 4.05 Cancellation. All Notes surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the Indenture Trustee, be delivered to the Indenture Trustee and shall be promptly cancelled by the Indenture Trustee. The Issuer may at any time deliver to the Indenture Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Indenture Trustee. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 4.05, except as expressly permitted by this Indenture. All cancelled Notes may be held or disposed of by the Indenture Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Request that they be destroyed or returned to it; provided, however, that such Issuer Request is timely and the Notes have not been previously disposed of by the Indenture Trustee.

Section 4.06 Book-Entry Notes. Each Class of Term Notes, upon original issuance, shall be issued in the form of typewritten Notes representing the Book-Entry Notes, to be delivered to The Depository Trust Company, the initial Depository, by, or on behalf of, the Issuer. Such Term Notes shall initially be registered on the Note Register in the name of Cede & Co., the nominee of the initial Depository, and no Beneficial Owner shall receive a Definitive Note representing such Beneficial Owner's interest in such Note, except as provided in Section 4.08. Unless and until definitive, fully registered Term Notes (such Term Notes, together with the Variable Pay Revolving Notes, the "Definitive Notes") have been issued to Beneficial Owners pursuant to Section 4.08:

(a) the provisions of this Section 4.06 shall be in full force and effect;

(b) the Note Registrar and the Indenture Trustee shall be entitled to deal with the Depository for all purposes of this Indenture (including the payment of principal of and interest on the Notes and the giving of instructions or directions hereunder) as the sole holder of the Term Notes, and shall have no obligation to the Beneficial Owners;

(c) to the extent that the provisions of this Section 4.06 conflict with any other provisions of this Indenture, the provisions of this Section 4.06 shall control;

(d) the rights of Beneficial Owners shall be exercised only through the Depository and shall be limited to those established by law and agreements between such Owners of Term Notes and the Depository or the Depository Participants. Unless and until Definitive Notes are issued pursuant to Section 4.08, the initial Depository will make book-entry transfers among the Depository Participants and receive and transmit payments of principal of and interest on the Notes to such Depository Participants; and

(e) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Noteholders of Term Notes evidencing a specified percentage of the Note Balances of the Term Notes, the Depository shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Beneficial Owners or Depository Participants owning or representing, respectively, such required percentage of the beneficial interest in the Term Notes and has delivered such instructions to the Indenture Trustee.

Section 4.07 Notices to Depository. Whenever a notice or other communication to the Noteholders of the Term Notes is required under this Indenture, unless and until Definitive Term Notes shall have been issued to Beneficial Owners pursuant to Section 4.08, the Indenture Trustee shall give all such notices and communications specified herein to be given to Noteholders of the Term Notes to the Depository, and shall have no obligation to the Beneficial Owners.

Section 4.08 Definitive Notes. Each Variable Pay Revolving Note shall be issued as a Definitive Note. If (i) the Indenture Trustee determines that the Depository is no longer willing or able to properly discharge its responsibilities with respect to the Term Notes and the Indenture Trustee is unable to locate a qualified successor, (ii) the Depositor, with the prior consent of the Beneficial Owners, notifies the Indenture Trustee and the Depository that it has elected to terminate the book-entry system through the Depository, or (iii) after the occurrence of an Event of Default, Beneficial Owners of Term Notes representing beneficial interests aggregating at least a majority of the aggregate Term Note Balance of the Term Notes advise the Depository in writing that the continuation of a book-entry system through the Depository is no longer in the best interests of the Beneficial Owners, then the Depository shall notify all Beneficial Owners and the Indenture Trustee of the occurrence of any such event and of the availability of Definitive Notes to Beneficial Owners requesting the same. Upon surrender to the Indenture Trustee of the typewritten Term Notes representing the Book-Entry Notes by the Depository (or Percentage Interest of the Book-Entry Notes being transferred pursuant to clause (iii) above), accompanied by registration instructions, the Issuer shall execute and the Indenture Trustee shall

authenticate the Definitive Notes in accordance with the instructions of the Depository. None of the Issuer, the Note Registrar or the Indenture Trustee shall be liable for any delay in delivery of such instructions, and each may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee shall recognize the Noteholders of the Definitive Notes as Noteholders.

Section 4.09 Tax Treatment. The Issuer has entered into this Indenture, and the Notes will be issued, with the intention that, for federal, state and local income, single business and franchise tax purposes, the Notes will be treated as indebtedness for purposes of such taxes. The Issuer, by entering into this Indenture, and each Noteholder, by its acceptance of its Note (and each Beneficial Owner by its acceptance of an interest in the applicable Book-Entry Note), agree to treat the Notes for federal, state and local income, single business and franchise tax purposes as indebtedness for purposes of such taxes.

Section 4.10 Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect with respect to the Notes except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) rights of Noteholders to receive payments of principal thereof and interest thereon, (iv) Sections 3.03, 3.04, 3.06, 3.09, 3.16, 3.18 and 3.19, (v) the rights, obligations and immunities of the Indenture Trustee hereunder (including the rights of the Indenture Trustee under Section 6.07 and the obligations of the Indenture Trustee under Section 4.11) and (vi) the rights of Noteholders as beneficiaries hereof with respect to the property so deposited with the Indenture Trustee payable to all or any of them, and the Indenture Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Notes, when:

(A) either:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 4.03 and (ii) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.03) have been delivered to the Indenture Trustee for cancellation; or

(2) all Notes not theretofore delivered to the Indenture Trustee for cancellation:

- a) have become due and payable;
- b) will become due and payable at the Final Payment Date within one year; or
- c) have been declared immediately due and payable pursuant to Section 5.02.

and the Issuer has irrevocably deposited or caused to be irrevocably deposited with the Indenture Trustee cash or direct obligations of or obligations guaranteed by the United States of America (which will mature prior to the date such amounts are payable), in trust for such purpose, in an amount sufficient to pay and discharge the entire indebtedness on such Notes and Certificates then Outstanding not theretofore delivered to the Indenture Trustee for cancellation when due on the Final Payment Date, as evidenced to the Indenture Trustee by an accountant's letter or an Officer's Certificate of the Issuer;

(B) the Issuer has paid or caused to be paid all other sums payable hereunder and under the Insurance Agreement by the Issuer; and

(C) the Issuer has delivered to the Indenture Trustee and the Enhancer an Officer's Certificate and an Opinion of Counsel, each meeting the applicable requirements of Section 10.01 and each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with and, if the Opinion of Counsel relates to a deposit made in connection with Section 4.10(A)(2)b. above, such opinion shall further be to the effect that such deposit will not have any material adverse tax consequences to the Issuer, any Noteholders or any Certificateholders.

Section 4.11 Application of Trust Money. All monies deposited with the Indenture Trustee pursuant to Section 4.10 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent or Certificate Paying Agent, as the Indenture Trustee may determine, to the Securityholders of Securities, of all sums due and to become due thereon for principal and interest; but such monies need not be segregated from other funds except to the extent required herein or required by law.

Section 4.12 Subrogation and Cooperation. The Issuer and the Indenture Trustee acknowledge that (i) to the extent the Enhancer makes payments under the Policy on account of principal of or interest on the Notes, the Enhancer will be fully subrogated to the rights the Noteholders to receive such principal and interest, and (ii) the Enhancer shall be paid such principal and interest only from the sources and in the manner provided herein and in the Insurance Agreement for the payment of such principal and interest.

The Indenture Trustee shall cooperate in all respects with any reasonable request by the Enhancer for action to preserve or enforce the Enhancer's rights or interest under this Indenture or the Insurance Agreement, consistent with this Indenture and without limiting the rights of the Noteholders as otherwise set forth in the Indenture, including upon the occurrence and continuance of a default under the Insurance Agreement, a request (which request shall be in writing) to take any one or more of the following actions:

(i) institute Proceedings for the collection of all amounts then payable on the Notes or under this Indenture in respect to the Notes and all amounts payable under the Insurance Agreement and to enforce any judgment obtained and collect from the Issuer monies adjudged due;

(ii) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private Sales (as defined in Section 5.15 hereof) called and conducted in any manner permitted by law;

(iii) file or record all assignments that have not previously been recorded;

(iv) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture; and

(v) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Enhancer hereunder.

Following the payment in full of the Notes, the Enhancer shall continue to have all rights and privileges provided to it under this Section and in all other provisions of this Indenture, until all amounts owing to the Enhancer have been paid in full.

Section 4.13 Repayment of Monies Held by Paying Agent. In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all monies then held by any Paying Agent (other than the Indenture Trustee) under the provisions of this Indenture with respect to such Notes shall, upon demand of the Issuer, be paid to the Indenture Trustee to be held and applied according to Section 3.05; and thereupon, such Paying Agent shall be released from all further liability with respect to such monies.

Section 4.14 Temporary Notes. Pending the preparation of any Definitive Notes, the Issuer may execute and upon its written direction, the Indenture Trustee may authenticate and make available for delivery, temporary Notes that are printed, lithographed, typewritten, photocopied or otherwise produced, in any denomination, substantially of the tenor of the Definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Notes may determine, as evidenced by their execution of such Notes.

If temporary Notes are issued, the Issuer will cause Definitive Notes to be prepared without unreasonable delay. After the preparation of the Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at the office or agency of the Indenture Trustee, without charge to the Noteholder. Upon surrender for cancellation of any one or more temporary Notes, the Issuer shall execute and the Indenture Trustee shall authenticate and make available for delivery, in exchange therefor, Definitive Notes of authorized denominations and of like tenor and aggregate principal amount. Until so exchanged, such temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

ARTICLE V

Default And Remedies

Section 5.01 Events of Default. The Issuer shall deliver to the Indenture Trustee and the Enhancer, within five days after learning of the occurrence of any event that with the giving of notice and the lapse of time would become an Event of Default under clause (c) of the definition of "Event of Default" written notice in the form of an Officer's Certificate of its status and what action the Issuer is taking or proposes to take with respect thereto.

Section 5.02 Acceleration of Maturity; Rescission and Annulment. If an Event of Default shall occur and be continuing, then and in every such case the Indenture Trustee, acting at the direction of the Enhancer or the Noteholders of Notes representing not less than a majority of the aggregate Note Balance of the Notes, with the written consent of the Enhancer (so long as no Enhancer Default exists), may declare the Notes to be immediately due and payable by a notice in writing to the Issuer (and to the Indenture Trustee if given by Noteholders); and upon any such declaration, the unpaid principal amount of the Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable.

At any time after such declaration of acceleration of maturity with respect to an Event of Default has been made and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as hereinafter provided in this Article V, the Enhancer or the Noteholders of Notes representing a majority of the aggregate Note Balance of the Notes, with the written consent of the Enhancer, by written notice to the Issuer and the Indenture Trustee, may in writing waive the related Event of Default and rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(i) all payments of principal of and interest on the Notes and all other amounts that would then be due hereunder or upon the Notes if the Event of Default giving rise to such acceleration had not occurred;

(ii) all sums paid or advanced by the Indenture Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel; and

(iii) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 5.12;

provided that no such waiver shall be effective following an Early Amortization Event if the requisite consents of the Noteholders and the Enhancer have been obtained with respect to a sale or other liquidation of the Trust Estate pursuant to Section 5.04(a).

No such rescission shall affect any subsequent default or impair any right consequent thereto.

Section 5.03 Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.

(a) The Issuer covenants that if default in the payment of (i) any interest on any Note when the same becomes due and payable, and such default continues for a period of five days, or (ii) the principal of or any installment of the principal of any Note when the same becomes due and payable, the Issuer shall, upon demand of the Indenture Trustee, pay to it, for the benefit of the Noteholders, the entire amount then due and payable on the Notes for principal and interest, with interest on the overdue principal, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee and its agents and counsel.

(b) In case the Issuer shall fail forthwith to pay such amounts upon such demand, the Indenture Trustee, in its own name and as trustee of an express trust, subject to the provisions of Section 10.17 hereof, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor on the Notes and collect in the manner provided by law out of the property of the Issuer or other obligor on the Notes, wherever situated, the monies adjudged or decreed to be payable.

(c) If an Event of Default shall occur and be continuing, the Indenture Trustee, subject to the provisions of Section 10.17 hereof, may, as more particularly provided in Section 5.04, in its discretion proceed to protect and enforce its rights and the rights of the Noteholders by such appropriate Proceedings as the Indenture Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by this Indenture or by law.

(d) If there shall be pending, relative to the Issuer or any other obligor on the Notes or any Person having or claiming an ownership interest in the Trust Estate, Proceedings under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other similar law, or if a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or if there shall be any other comparable judicial Proceedings relative to the Issuer or other any other obligor on the Notes, or relative to the creditors or property of the Issuer or such other obligor, then the Indenture Trustee, irrespective of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise, and irrespective of whether the Indenture Trustee shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the entire amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee (including any claim for reasonable compensation to the Indenture Trustee and each predecessor Indenture Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of negligence, willful misconduct or bad faith) and of the Noteholders allowed in such Proceedings;

(ii) unless prohibited by applicable law and regulations, to vote on behalf of the Noteholders in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Noteholders and of the Indenture Trustee on their behalf; and

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee or the Noteholders allowed in any judicial proceedings relative to the Issuer, its creditors and its property;

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Noteholders to make payments to the Indenture Trustee, and, in the event the Indenture Trustee shall consent to the making of payments directly to such Noteholders, to pay to the Indenture Trustee such amounts as shall be sufficient to cover reasonable compensation to the Indenture Trustee, each predecessor Indenture Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Indenture Trustee and each predecessor Indenture Trustee, except as a result of negligence, willful misconduct or bad faith.

(e) Nothing herein contained shall be deemed to authorize the Indenture Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof or to authorize the Indenture Trustee to vote in respect of the claim of any Noteholder in any such proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof in any trial or other Proceedings relative thereto, and any such action or proceedings instituted by the Indenture Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Indenture Trustee, each predecessor Indenture Trustee

and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Term Notes and the Variable Pay Revolving Notes, as applicable.

(g) In any Proceedings to which the Indenture Trustee shall be a party (including any Proceedings involving the interpretation of any provision of this Indenture), the Indenture Trustee shall be held to represent all Noteholders, and it shall not be necessary to make any Noteholder a party to any such Proceedings.

Section 5.04 Remedies; Priorities.

(a) If an Event of Default shall have occurred and be continuing, then the Indenture Trustee, subject to the provisions of Section 10.17 hereof, with the written consent of the Enhancer may, or, at the written direction of the Enhancer, shall, do one or more of the following, in each case subject to Section 5.05:

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Notes or under this Indenture with respect thereto, whether by declaration or otherwise, and all amounts payable under the Insurance Agreement, enforce any judgment obtained, and collect from the Issuer and any other obligor on the Notes monies adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Indenture Trustee and the Noteholders; and

(iv) sell the Trust Estate or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by law;

provided, however, that the Indenture Trustee may not sell or otherwise liquidate the Trust Estate following an Event of Default, unless (A) the Indenture Trustee obtains the consent of the Enhancer, which consent will not be unreasonably withheld, and the Noteholders of 100% of the aggregate Note Balance of the Notes, (B) the proceeds of such sale or liquidation distributable to Noteholders are sufficient to discharge in full all amounts then due and unpaid upon the Notes for principal and interest and to reimburse the Enhancer for any amounts drawn under the Policy and any other amounts due the Enhancer under the Insurance Agreement or (C) the Indenture Trustee determines that the Mortgage Loans will not continue to provide sufficient funds for the payment of principal of and interest on the Notes as they would have become due if the Notes had not been declared due and payable, and the Indenture Trustee obtains the consent of the Enhancer, which consent will not be unreasonably withheld, and the Noteholders of 66 2/3% of the aggregate Note Balance of the Notes. In determining such sufficiency or insufficiency with respect to clause (B) and (C) above, the Indenture Trustee may, but need not, obtain and rely, and shall be protected in relying in good faith, upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action

and as to the sufficiency of the Trust Estate for such purpose. Notwithstanding the foregoing, provided that a Servicing Default shall not have occurred, any Sale (as defined in Section 5.15 hereof) of the Trust Estate shall be made subject to the continued servicing of the Mortgage Loans by the Servicer as provided in the Servicing Agreement. Notwithstanding any sale of the Mortgage Loans pursuant to this Section 5.04(a), the Indenture Trustee shall, for so long as any principal or accrued interest on the Notes remains unpaid, continue to act as Indenture Trustee hereunder and to draw amounts payable under the Policy in accordance with its terms.

(b) If the Indenture Trustee collects any money or property pursuant to this Article V, it shall pay out such money or property in the following order:

FIRST: to the Indenture Trustee for amounts due under Section 6.07;

SECOND: to the Noteholders for amounts due and unpaid on the related Notes for interest, including accrued and unpaid interest on the Notes for any prior Payment Date, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for interest from amounts available in the Trust Estate for such Noteholders, but excluding any Interest Shortfalls;

THIRD: to the Noteholders for amounts due and unpaid on the related Notes for principal, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal, from amounts available in the Trust Estate for such Noteholders, until the respective Note Balances of such Notes have been reduced to zero;

FOURTH: to the payment of all amounts due and owing the Enhancer under the Insurance Agreement;

FIFTH: to the Noteholders for amounts due and unpaid on the related Notes for Interest Shortfalls, if any, including any unpaid Interest Shortfalls on the Notes for any prior Payment Date, ratably, without preference or priority of any kind, according to such amounts due and payable from amounts available in the Trust Estate for such Noteholders;

SIXTH: to the Certificate Paying Agent for amounts due under Article VIII of the Trust Agreement; and

SEVENTH: to the payment of the remainder, if any, to the Issuer or any other person legally entitled thereto.

The Indenture Trustee may fix a record date and payment date for any payment to Noteholders pursuant to this Section 5.04. At least 15 days before such record date, the Indenture Trustee shall mail to each Noteholder a notice that states the record date, the payment date and the amount to be paid.

Section 5.05 Optional Preservation of the Trust Estate. If the Notes have been declared due and payable under Section 5.02 following an Event of Default and such declaration and its

consequences have not been rescinded and annulled, the Indenture Trustee may, but need not (but shall at the written direction of the Enhancer), elect to take and maintain possession of the Trust Estate; provided that no such waiver shall be effective following an Early Amortization Event if the requisite consents of the Noteholders and the Enhancer have been obtained with respect to a sale or other liquidation of the Trust Estate pursuant to Section 5.04(a). It is the desire of the parties hereto and the Noteholders that there be at all times sufficient funds for the payment of principal of and interest on the Notes and other obligations of the Issuer including payment to the Enhancer, and the Indenture Trustee shall take such desire into account when determining whether or not to take and maintain possession of the Trust Estate. In determining whether to take and maintain possession of the Trust Estate, the Indenture Trustee may, but need not, obtain and rely, and shall be protected in relying in good faith, upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Trust Estate for such purpose.

Section 5.06 Limitation of Suits. No Noteholder shall have any right to institute any Proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless and subject to the provisions of Section 10.17 hereof:

(a) such Noteholder shall have previously given written notice to the Indenture Trustee of a continuing Event of Default;

(b) the Noteholders of not less than 25% of the aggregate Note Balance of the Notes shall have made written request to the Indenture Trustee to institute such Proceeding in respect of such Event of Default in its own name as Indenture Trustee hereunder;

(c) such Noteholder or Noteholders shall have offered the Indenture Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred by it in complying with such request;

(d) the Indenture Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute such Proceedings; and

(e) no direction inconsistent with such written request shall have been given to the Indenture Trustee during such 60-day period by the Noteholders of a majority of the aggregate Note Balance of the Notes or by the Enhancer.

It is understood and intended that no Noteholder shall have any right in any manner whatever by virtue of, or by availing itself of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders or to obtain or to seek to obtain priority or preference over any other Noteholders or to enforce any right under this Indenture, except in the manner herein provided.

In the event the Indenture Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Noteholders, each representing less than a majority of the aggregate Note Balance of the Notes, the Indenture Trustee shall act at the direction of the group of Noteholders with the greater Note Balance. In the event that the Indenture Trustee shall

receive conflicting or inconsistent requests and indemnity from two or more groups of Noteholders representing the same Note Balance, then the Indenture Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provisions of this Indenture.

Section 5.07 Unconditional Rights of Noteholders to Receive Principal and Interest. Subject to the provisions of this Indenture, the Noteholder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Note on or after the respective due dates thereof expressed in such Note or in this Indenture and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Noteholder.

Section 5.08 Restoration of Rights and Remedies. If the Indenture Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Indenture Trustee or to such Noteholder, then and in every such case the Issuer, the Indenture Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Indenture Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

Section 5.09 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Indenture Trustee, the Enhancer or the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law, in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.10 Delay or Omission Not a Waiver. No delay or omission of the Indenture Trustee, the Enhancer or any Noteholder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by law to the Indenture Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Noteholders, as the case may be.

Section 5.11 Control by Enhancer or Noteholders. The Enhancer (so long as no Enhancer Default exists) or the Noteholders of a majority of the aggregate Note Balance of Notes with the consent of the Enhancer, shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Indenture Trustee with respect to the Notes or exercising any trust or power conferred on the Indenture Trustee, provided that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture;

(b) subject to the express terms of Section 5.04, any direction to the Indenture Trustee to sell or liquidate the Trust Estate shall be by the Enhancer (so long as no Enhancer Default exists) or by the Noteholders of Notes representing not less than 100% of the aggregate Note Balance of the Notes with the consent of the Enhancer;

(c) if the conditions set forth in Section 5.05 shall have been satisfied and the Indenture Trustee elects to retain the Trust Estate pursuant to such Section, then any direction to the Indenture Trustee by Noteholders of Notes representing less than 100% of the aggregate Note Balance of the Notes to sell or liquidate the Trust Estate shall be of no force and effect; and

(d) the Indenture Trustee may take any other action deemed proper by the Indenture Trustee that is not inconsistent with such direction.

Notwithstanding the rights of Noteholders set forth in this Section, subject to Section 6.01, the Indenture Trustee need not take any action that it determines (in its sole discretion) might involve it in liability or might materially adversely affect the rights of any Noteholders not consenting to such action, unless the Trustee has received satisfactory indemnity from the Enhancer or a Noteholder.

Section 5.12 Waiver of Past Defaults. Prior to the declaration of the acceleration of the maturity of the Notes as provided in Section 5.02, the Enhancer (so long as no Enhancer Default exists) or the Noteholders of not less than a majority of the aggregate Note Balance of the Notes, with the consent of the Enhancer, may waive any past Event of Default and its consequences, except an Event of Default (a) with respect to payment of principal of or interest on any of the Notes or (b) in respect of a covenant or provision hereof that cannot be modified or amended without the consent of the Noteholder of each Note. In the case of any such waiver, the Issuer, the Indenture Trustee and the Noteholders shall be restored to their respective former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereto.

Upon any such waiver, any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereto.

Section 5.13 Undertaking for Costs. All parties to this Indenture agree, and each Noteholder by such Noteholder's acceptance of the related Note shall be deemed to have agreed, that any court may in its discretion require, in any Proceeding for the enforcement of any right or remedy under this Indenture, or in any Proceeding against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, the filing by any party litigant in such Proceeding of an undertaking to pay the costs of such Proceeding, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such Proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 5.13 shall not apply to (a) any Proceeding instituted by the Indenture Trustee, (b) any Proceeding instituted by any Noteholder, or group of Noteholders, in each case holding in the aggregate more than 10% of the aggregate Note Balance of the Notes or (c) any Proceeding instituted by any Noteholder for the

enforcement of the payment of principal of or interest on any Note on or after the respective due dates expressed in such Note and in this Indenture.

Section 5.14 Waiver of Stay or Extension Laws. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever, claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not hinder, delay or impede the execution of any power herein granted to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.15 Sale of Trust Estate.

(a) The power to effect any sale or other disposition (a "Sale") of any portion of the Trust Estate pursuant to Section 5.04 is expressly subject to the provisions of Section 5.05 and this Section 5.15. The power to effect any such Sale shall not be exhausted by any one or more Sales as to any portion of the Trust Estate remaining unsold, but shall continue unimpaired until the entire Trust Estate shall have been sold or all amounts payable on the Notes and under this Indenture and under the Insurance Agreement shall have been paid. The Indenture Trustee may from time to time postpone any public Sale by public announcement made at the time and place of such Sale. The Indenture Trustee hereby expressly waives its right to any amount fixed by law as compensation for any Sale.

(b) The Indenture Trustee shall not in any private Sale sell the Trust Estate, or any portion thereof, unless:

(i) the Noteholders of all Notes and the Enhancer direct the Indenture Trustee to make such Sale in accordance with the provisions of Section 5.04,

(ii) the proceeds of such Sale would be not less than the entire amount that would be payable to the Noteholders under the Notes, the Certificateholders under the Certificates and the Enhancer in respect of amounts drawn under the Policy and any other amounts due the Enhancer under the Insurance Agreement, in full payment thereof in accordance with Section 5.02, on the Payment Date next succeeding the date of such Sale, or

(iii) the Indenture Trustee determines, in its sole discretion, that the conditions for retention of the Trust Estate set forth in Section 5.05 cannot be satisfied (in making any such determination, the Indenture Trustee may rely and shall be protected in relying in good faith upon an opinion of an Independent investment banking firm obtained and delivered as provided in Section 5.05), and the Enhancer consents to such Sale (which consent shall not be unreasonably withheld), and the Noteholders of Notes representing at least 66 2/3% of the aggregate Note Balance of the Notes consent to such Sale.

The purchase by the Indenture Trustee of all or any portion of the Trust Estate at a private Sale shall not be deemed a Sale or other disposition thereof for purposes of this Section 5.15(b).

(c) Unless the Noteholders and the Enhancer shall have otherwise consented or directed the Indenture Trustee, at any public Sale of all or any portion of the Trust Estate at which a minimum bid equal to or greater than the amount described in paragraph (ii) of Section 5.15(b) has not been established by the Indenture Trustee and no Person bids an amount equal to or greater than such amount, then the Indenture Trustee shall bid an amount at least \$1.00 more than the highest other bid, which bid shall be subject to the provisions of Section 5.15(d)(ii) herein.

(d) In connection with a Sale of all or any portion of the Trust Estate:

(i) any Noteholder may bid for and, with the consent of the Enhancer, purchase the property offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property, without further accountability, and may, in paying the purchase money therefor, deliver any Notes or claims for interest thereon in lieu of cash up to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, and such Notes, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the Noteholders thereof after being appropriately stamped to show such partial payment;

(ii) the Indenture Trustee may bid for and acquire the property offered for Sale in connection with any Sale thereof and, subject to any requirements of, and to the extent permitted by, applicable law in connection therewith, may purchase all or any portion of the Trust Estate in a private sale. In lieu of paying cash therefor, the Indenture Trustee may make settlement for the purchase price by crediting the gross Sale price against the sum of (A) the amount that would be distributable to the Noteholders and the Certificateholders and amounts owing to the Enhancer as a result of such Sale in accordance with Section 5.04(b) on the Payment Date next succeeding the date of such Sale and (B) the expenses of the Sale and of any Proceedings in connection therewith that are reimbursable to it, without being required to produce the Notes in order to complete any such Sale or in order for the net Sale price to be credited against such Notes, and any property so acquired by the Indenture Trustee shall be held and dealt with by it in accordance with the provisions of this Indenture;

(iii) the Indenture Trustee shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Trust Estate in connection with a Sale thereof;

(iv) the Indenture Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey its interest in any portion of the Trust Estate in connection with a Sale thereof, and to take all action necessary to effect such Sale; and

(v) no purchaser or transferee at such a Sale shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

Section 5.16 Action on Notes. The Indenture Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Indenture Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Indenture Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer. Any money or property collected by the Indenture Trustee shall be applied in accordance with Section 5.04(b).

Section 5.17 Performance and Enforcement of Certain Obligations.

(a) Promptly following a written request from the Enhancer or the Indenture Trustee (with the written consent of the Enhancer), the Issuer, in its capacity as owner of the Mortgage Loans, shall, with the written consent of the Enhancer, take all such lawful action as the Indenture Trustee may request to cause the Issuer to compel or secure the performance and observance by the Sellers and the Servicer, as applicable, of each of their obligations to the Issuer under or in connection with the Purchase Agreement and the Servicing Agreement, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with the Purchase Agreement and the Servicing Agreement to the extent and in the manner directed by the Indenture Trustee, as pledgee of the Mortgage Loans, including the transmission of notices of default on the part of the Sellers or the Servicer thereunder and the institution of legal or administrative actions or proceedings to compel or secure performance by the Sellers or the Servicer of each of their obligations under the Purchase Agreement and the Servicing Agreement.

(b) If an Event of Default shall have occurred and be continuing, the Indenture Trustee, as pledgee of the Mortgage Loans, subject to the rights of the Enhancer under the Servicing Agreement, may, and at the direction (which direction shall be in writing or by telephone (confirmed in writing promptly thereafter)) of the Noteholders of 66 2/3% of the aggregate Note Balance of the Notes, shall, exercise all rights, remedies, powers, privileges and claims of the Issuer against the Sellers or the Servicer under or in connection with the Purchase Agreement and the Servicing Agreement, including the right or power to take any action to compel or secure performance or observance by the Sellers or the Servicer, as the case may be, of each of their obligations to the Issuer thereunder and to give any consent, request, notice, direction, approval, extension or waiver under the Purchase Agreement and the Servicing Agreement, as the case may be, and any right of the Issuer to take such action shall not be suspended. In connection therewith, as determined by the Indenture Trustee, the Issuer shall take all actions necessary to effect the transfer of the Mortgage Loans to the Indenture Trustee.

ARTICLE VI

The Indenture Trustee

Section 6.01 Duties of Indenture Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Indenture Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Indenture Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee; and

(ii) in the absence of bad faith on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, reports or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture; provided, however, that the Indenture Trustee shall examine the certificates, reports and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of Section 6.01(a);

(ii) the Indenture Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Indenture Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.11 or any direction from the Enhancer that the Enhancer is entitled to give under any of the Basic Documents.

(d) The Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may agree in writing with the Issuer.

(e) Money held in trust by the Indenture Trustee need not be segregated from other funds except to the extent required by law or the terms of this Indenture or the Trust Agreement.

(f) No provision of this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties

hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee shall be subject to the provisions of this Section and to the provisions of TIA.

(h) With respect to each Payment Date, on the Business Day following the related Determination Date, the Indenture Trustee shall forward or cause to be forwarded by mail, or other mutually agreed-upon method, to the Enhancer and the Servicer, a statement setting forth, to the extent applicable, (i) during the Pre-Funding Period, the Pre-Funded Amount as of such Payment Date and any transfers of funds in connection therewith, and (ii) during the Revolving Period, the amount of Principal Collections to be deposited into the Funding Account (including the Reserve Sub-Account) in respect of such Payment Date, and the amount on deposit in the Funding Account (including the Reserve Sub-Account) as of such Payment Date, after giving effect to any amounts so deposited therein.

(i) The Indenture Trustee hereby accepts appointment as Certificate Paying Agent under the Trust Agreement and agrees to be bound by the provisions of the Trust Agreement relating to the Certificate Paying Agent. The Indenture Trustee hereby agrees to be bound by the provisions of Article IX of the Trust Agreement.

(j) The Indenture Trustee shall not be required to take notice or be deemed to have notice or knowledge of any Event of Default (except for an Event of Default specified in clause (a) of the definition thereof) unless a Responsible Officer of the Indenture Trustee shall have received written notice or have actual knowledge thereof. In the absence of receipt of such notice or such knowledge, the Indenture Trustee may conclusively assume that there is no default or Event of Default.

(k) The Indenture Trustee shall have no duty to see to any recording or filing of any financing statement or continuation statement evidencing a security interest or to see to the maintenance of any such recording or filing or to any rerecording or refiling of any thereof.

Section 6.02 Rights of Indenture Trustee.

(a) The Indenture Trustee may rely and shall be protected in acting or refraining from acting in good faith upon any resolution, Officer's Certificate, opinion of counsel, certificate of auditors, or any other certificate, statement, instrument, report, notice, consent or other document believed by it to be genuine and to have been signed or presented by the proper person. The Indenture Trustee need not investigate any fact or matter stated in any such document.

(b) Before the Indenture Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate or Opinion of Counsel.

(c) The Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Indenture Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed with due care by it hereunder.

(d) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that the Indenture Trustee's conduct does not constitute willful misconduct, negligence or bad faith.

(e) The Indenture Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Indenture Trustee shall not be personally liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, unless it shall be proved that the Indenture Trustee was negligent in ascertaining the pertinent facts.

(g) Prior to the occurrence of an Event of Default hereunder, and after the curing or waiver of all Events of Default that may have occurred, the Indenture Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by the Enhancer or the Noteholders representing a majority of the aggregate Note Balance; provided, however, that if the payment within a reasonable time to the Indenture Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Indenture Trustee, not assured to the Indenture Trustee by the security afforded to it by the terms of this Indenture, the Indenture Trustee may require indemnity satisfactory to the Indenture Trustee against such cost, expense or liability as a condition to taking any such action.

(h) The Indenture Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any of the Enhancer or the Noteholders, pursuant to the provisions of this Indenture, unless the Enhancer or the Noteholders shall have offered to the Indenture Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby; nothing contained herein shall, however, relieve the Indenture Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured or waived), to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of such investor's own affairs.

Section 6.03 Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Indenture Trustee. Any Note Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Indenture Trustee must comply with Sections 6.11 and 6.12.

Section 6.04 Indenture Trustee's Disclaimer. The Indenture Trustee shall not be (i) responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, (ii) accountable for the Issuer's use of the proceeds from the Notes or (iii) responsible for any statement of the Issuer in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes, other than the Indenture Trustee's certificate of authentication thereon.

Section 6.05 Notice of Event of Default. If an Event of Default shall occur and be continuing, and if such Event of Default is known to a Responsible Officer of the Indenture Trustee, then the Indenture Trustee shall give prompt notice thereof to the Enhancer. The Indenture Trustee shall mail to each Noteholder notice of such Event of Default within 90 days after it occurs. Except in the case of an Event of Default with respect to the payment of principal of or interest on any Note, the Indenture Trustee may withhold such notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of the Noteholders.

Section 6.06 Reports by Indenture Trustee to Noteholders. The Indenture Trustee shall deliver to each Noteholder such information as may be required to enable such Noteholder to prepare its federal and state income tax returns. In addition, upon Issuer Request, the Indenture Trustee shall promptly furnish such information reasonably requested by the Issuer that is reasonably available to the Indenture Trustee to enable the Issuer to perform its federal and state income tax reporting obligations.

Section 6.07 Compensation and Indemnity. The Indenture Trustee shall be compensated and indemnified by the Servicer in accordance with Section 6.06 of the Servicing Agreement. All amounts owing the Indenture Trustee hereunder in excess of such amount, as well as any amount owed to the Indenture Trustee in accordance with Section 6.06 of the Servicing Agreement, to the extent the Servicer has failed to pay such amount, shall be paid solely as provided in Section 3.05 hereof (subject to the priorities set forth therein). The Indenture Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Indenture Trustee for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation, expenses, disbursements and advances of the Indenture Trustee's agents, counsel, accountants and experts. The Issuer shall indemnify the Indenture Trustee against any and all loss, liability or expense (including attorneys' fees) incurred by it in connection with the administration of this trust and the performance of its duties hereunder. The Indenture Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Indenture Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend any such claim, and the Indenture Trustee may have separate counsel and the Issuer shall pay the

fees and expenses of such counsel. The Issuer is not obligated to reimburse any expense or indemnify against any loss, liability or expense incurred by the Indenture Trustee through the Indenture Trustee's own willful misconduct, negligence or bad faith.

The Issuer's payment obligations to the Indenture Trustee pursuant to this Section 6.07 shall survive the discharge of this Indenture. When the Indenture Trustee incurs expenses after the occurrence of an Event of Default specified in clause (c) or (d) of the definition thereof with respect to the Issuer, such expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar law.

Section 6.08 Replacement of Indenture Trustee. No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee shall become effective until the acceptance of appointment by the successor Indenture Trustee pursuant to this Section 6.08. The Indenture Trustee may resign at any time by so notifying the Issuer and the Enhancer. The Enhancer or the Noteholders of a majority of the aggregate Note Balance of the Notes may remove the Indenture Trustee by so notifying the Indenture Trustee and the Enhancer (if given by such Noteholders) and may appoint a successor Indenture Trustee. Unless a Servicer Default has occurred and is continuing, the appointment of any successor Indenture Trustee shall be subject to the prior written approval of the Servicer. The Issuer shall remove the Indenture Trustee if:

- (a) the Indenture Trustee fails to comply with Section 6.11;
- (b) the Indenture Trustee is adjudged a bankrupt or insolvent;
- (c) a receiver or other public officer takes charge of the Indenture Trustee or its property; or
- (d) the Indenture Trustee otherwise becomes incapable of fulfilling its duties under the Basic Documents.

If the Indenture Trustee resigns or is removed or if a vacancy exists in the office of the Indenture Trustee for any reason (the Indenture Trustee in such event being referred to herein as the retiring Indenture Trustee), the Issuer shall promptly appoint a successor Indenture Trustee with the consent of the Enhancer, which consent shall not be unreasonably withheld. In addition, the Indenture Trustee shall resign to avoid being directly or indirectly controlled by the Issuer.

A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the Indenture Trustee under this Indenture. The successor Indenture Trustee shall mail a notice of its succession to the Noteholders. The retiring Indenture Trustee shall promptly transfer all property held by it as Indenture Trustee to the successor Indenture Trustee.

If a successor Indenture Trustee does not take office within 60 days after the retiring Indenture Trustee resigns or is removed, then the retiring Indenture Trustee, the Issuer or the Noteholders of a majority of aggregate Note Balance of the Notes may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

If the Indenture Trustee fails to comply with Section 6.11, any Noteholder may petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee.

Notwithstanding the replacement of the Indenture Trustee pursuant to this Section, the Issuer's obligations under Section 6.07 shall continue for the benefit of the retiring Indenture Trustee.

Section 6.09 Successor Indenture Trustee by Merger. If the Indenture Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, then the resulting, surviving or transferee corporation without any further act shall be the successor Indenture Trustee; provided, that such corporation or banking association shall be otherwise qualified and eligible under Section 6.11. The Indenture Trustee shall provide the Rating Agencies with written notice of any such transaction occurring after the Closing Date.

If at the time of any such succession by merger, conversion or consolidation, any of the Notes shall have been authenticated but not delivered, then any such successor to the Indenture Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated. If at such time any of the Notes shall not have been authenticated, any successor to the Indenture Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Indenture Trustee; and in all such cases, such certificates shall have the full force that it is anywhere in the Notes or in this Indenture provided that the certificate of the Indenture Trustee shall have.

Section 6.10 Appointment of Co-Indenture Trustee or Separate Indenture Trustee.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Trust Estate may at such time be located, the Indenture Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Issuer, and to vest in such Person or Persons, in such capacity and for the benefit of the Noteholders, such title to the Trust Estate, or any part thereof, and, subject to the other provisions of this Section, such powers, duties, obligations, rights and trusts as the Indenture Trustee may consider necessary or desirable. No co trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11, and no notice to Noteholders of the appointment of any co trustee or separate trustee shall be required under Section 6.08 hereof.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Indenture Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Indenture Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Indenture Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Indenture Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Indenture Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to, the Indenture Trustee. Every such instrument shall be filed with the Indenture Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Indenture Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Indenture on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Indenture Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 6.11 Eligibility; Disqualification. The Indenture Trustee shall at all times satisfy the requirements of TIA § 310(a). The Indenture Trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition and it or its parent shall have a long-term debt rating of "A" or better by Moody's. The Indenture Trustee shall comply with TIA § 310(b), including the optional provision permitted by the second sentence of TIA § 310(b)(9); provided, however, that there shall be excluded from the operation of TIA § 310(b)(1) any indenture or indentures under which other securities of the Issuer are outstanding if the requirements for such exclusion set forth in TIA § 310(b)(1) are met.

Section 6.12 Preferential Collection of Claims Against Issuer. The Indenture Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). An Indenture Trustee that has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

Section 6.13 Representations and Warranties. The Indenture Trustee hereby represents and warrants that:

(a) The Indenture Trustee is duly organized, validly existing and in good standing as a national banking association with power and authority to own its properties and to conduct its business as such properties are currently owned and such business is currently conducted.

(b) The Indenture Trustee has the power and authority to execute and deliver this Indenture and to carry out its terms; and the execution, delivery and performance of this Indenture have been duly authorized by the Indenture Trustee by all necessary corporate action.

(c) The consummation of the transactions contemplated by this Indenture and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the articles of organization or bylaws of the Indenture Trustee or any agreement or other instrument to which the Indenture Trustee is a party or by which it is bound.

(d) To the Indenture Trustee's best knowledge, there are no Proceedings or investigations pending or threatened before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Indenture Trustee or its properties (A) asserting the invalidity of this Indenture, (B) seeking to prevent the consummation of any of the transactions contemplated by this Indenture or (C) seeking any determination or ruling that might materially and adversely affect the performance by the Indenture Trustee of its obligations under, or the validity or enforceability of, this Indenture.

(e) The Indenture Trustee does not have notice of any adverse claim (as such terms are used in Section 8-302 of the UCC in effect in the State of Delaware) with respect to the Mortgage Loans.

Section 6.14 Directions to Indenture Trustee. The Indenture Trustee is hereby directed:

(a) to accept the pledge of the Mortgage Loans and hold the assets of the Trust in trust for the Noteholders and the Enhancer;

(b) to authenticate and deliver the Notes substantially in the form prescribed by Exhibit A in accordance with the terms of this Indenture; and

(c) to take all other actions as shall be required to be taken by the terms of this Indenture.

Section 6.15 Indenture Trustee May Own Securities. The Indenture Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities with the same rights it would have if it were not Indenture Trustee.

ARTICLE VII

Noteholders' Lists and Reports

Section 7.01 Issuer to Furnish Indenture Trustee Names and Addresses of Noteholders. The Issuer shall furnish or cause to be furnished to the Indenture Trustee (a) not more than five days after each Record Date, a list, in such form as the Indenture Trustee may reasonably require, of the names and addresses of the Noteholders as of such Record Date, and (b) at such other times as the Indenture Trustee and the Enhancer may request in writing, within 30 days after receipt by the Issuer of any such request, a list of similar form and content as of a date not more than 10 days prior to the time such list is furnished; provided, however, that for so long as the Indenture Trustee is the Note Registrar, no such list need be furnished.

Section 7.02 Preservation of Information; Communications to Noteholders.

(a) The Indenture Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Noteholders contained in the most recent list furnished to the Indenture Trustee as provided in Section 7.01 and the names and addresses of the Noteholders received by the Indenture Trustee in its capacity as Note Registrar. The Indenture Trustee may destroy any list furnished to it as provided in such Section 7.01 upon receipt of a new list so furnished.

(b) Noteholders may communicate pursuant to TIA § 312(b) with other Noteholders with respect to their rights under this Indenture or under the Notes.

(c) The Issuer, the Indenture Trustee and the Note Registrar shall have the protection of TIA § 312(c).

Section 7.03 Reports by Issuer.

(a) The Issuer shall:

(i) file with the Indenture Trustee, within 15 days after the Issuer is required to file the same with the Commission, copies of the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) that the Issuer may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act;

(ii) file with the Indenture Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Issuer

with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(iii) supply to the Indenture Trustee (and the Indenture Trustee shall transmit by mail to all Noteholders described in TIA § 313(c)) such summaries of any information, documents and reports required to be filed by the Issuer pursuant to clauses (i) and (ii) of this Section 7.03(a) and by rules and regulations prescribed from time to time by the Commission.

(b) Unless the Issuer otherwise determines, the fiscal year of the Issuer shall end on December 31 of each year.

Section 7.04 Reports by Indenture Trustee. If required by TIA § 313(a), within 60 days after each January 1, beginning with January 1, 2005, the Indenture Trustee shall make available to each Noteholder as required by TIA § 313(c) and to the Enhancer a brief report dated as of such date that complies with TIA § 313(a). The Indenture Trustee also shall comply with TIA § 313(b).

A copy of each report at the time of its distribution to Noteholders shall be filed by the Indenture Trustee with the Commission, if required, and each stock exchange, if any, on which the Term Notes are listed. The Issuer shall notify the Indenture Trustee if and when the Term Notes are listed on any stock exchange.

ARTICLE VIII

Accounts, Disbursements and Releases

Section 8.01 Collection of Money. Except as otherwise expressly provided herein, the Indenture Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Indenture Trustee pursuant to this Indenture. The Indenture Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Trust Estate, the Indenture Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

Section 8.02 Trust Accounts.

(a) On or prior to the Closing Date, the Issuer shall cause the Indenture Trustee to establish and maintain, in the name of the Indenture Trustee, for the benefit of the Noteholders, the Certificate Paying Agent, on behalf of the Certificateholders, and the Enhancer, the Note Payment Account as provided in Section 3.01 of this Indenture and the Reserve Sub-Account.

(b) All monies deposited from time to time in the Note Payment Account pursuant to the Servicing Agreement and all deposits therein pursuant to this Indenture are for the benefit of the Noteholders and the Certificate Paying Agent, on behalf of the Certificateholders, and all investments made with such monies, including all income or other gain from such investments, are for the benefit of the Servicer as provided in Section 5.01 of the Servicing Agreement.

On each Payment Date, the Indenture Trustee shall distribute all amounts on deposit in the Note Payment Account to the Noteholders in respect of the Notes and, in its capacity as Certificate Paying Agent, to the Certificateholders from the Distribution Account in the order of priority set forth in Section 3.05 (except as otherwise provided in Section 5.04(b)) and in accordance with the Servicing Certificate.

All monies deposited from time to time in the Reserve Sub-Account pursuant to this Indenture are for the benefit of the Noteholders and the Enhancer, and all investments made with such monies, including all income or other gain from such investments, are for the benefit of the Noteholders.

The Indenture Trustee shall invest any funds in the Note Payment Account and the Reserve Sub-Account in Permitted Investments selected in writing by the Servicer maturing no later than the Business Day preceding the next succeeding Payment Date (except that any investment in the institution with which the Note Payment Account is maintained may mature on such Payment Date) and shall not be sold or disposed of prior to the maturity. In addition, such Permitted Investments shall not be purchased at a price in excess of par. The Indenture Trustee shall have no liability whatsoever for investment losses on Permitted Investments, if such investments are made in accordance with the provisions of this Indenture and the Indenture Trustee is not the obligor under the Permitted Investment.

Section 8.03 Officer's Certificate. The Indenture Trustee shall receive at least seven days' notice when requested by the Issuer to take any action pursuant to Section 8.05(a), accompanied by copies of any instruments to be executed, and the Indenture Trustee shall also require, as a condition to such action, an Officer's Certificate, in form and substance satisfactory to the Indenture Trustee, stating the legal effect of any such action, outlining the steps required to complete the same, and concluding that all conditions precedent to the taking of such action have been complied with.

Section 8.04 Termination Upon Distribution to Noteholders. This Indenture and the respective obligations and responsibilities of the Issuer and the Indenture Trustee created hereby shall terminate upon the distribution to the Noteholders, the Certificate Paying Agent on behalf of the Certificateholders and the Indenture Trustee of all amounts required to be distributed pursuant to Article III; provided, however, that in no event shall the trust created hereby continue beyond the expiration of 21 years from the death of the survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James's, living on the date hereof.

Section 8.05 Release of Trust Estate.

(a) Subject to the payment of its fees, expenses and indemnification, the Indenture Trustee may, and when required by the provisions of this Indenture or the Servicing Agreement, shall, execute instruments to release property from the lien of this Indenture, or convey the Indenture Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No Person relying upon an instrument executed by the Indenture Trustee as provided in Article VIII hereunder shall be bound to ascertain the Indenture Trustee's authority, inquire into the satisfaction of any conditions precedent, or see to the application of any monies.

(b) The Indenture Trustee shall, at such time as (i) there are no Notes Outstanding, (ii) all sums due the Indenture Trustee pursuant to this Indenture have been paid and (iii) all sums due the Enhancer have been paid, release any remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture.

(c) The Indenture Trustee shall release property from the lien of this Indenture pursuant to this Section 8.05 only upon receipt of an Issuer Request accompanied by an Officers' Certificate and a letter from the Enhancer stating that the Enhancer has no objection to such request from the Issuer.

(d) The Indenture Trustee shall, at the request of the Issuer or the Depositor, surrender the Policy to the Enhancer for cancellation, upon final payment of principal of and interest on the Notes.

Section 8.06 Surrender of Notes Upon Final Payment. By acceptance of any Note, the Noteholder thereof agrees to surrender such Note to the Indenture Trustee promptly, prior to such Noteholder's receipt of the final payment thereon.

ARTICLE IX

Supplemental Indentures

Section 9.01 Supplemental Indentures Without Consent of Noteholders.

(a) Without the consent of the Noteholders of any Notes, but with prior notice to the Rating Agencies and the prior written consent of the Enhancer (which consent shall not be unreasonably withheld and so long as no Enhancer Default exists), the Issuer and the Indenture Trustee, when authorized by an Issuer Request, at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof), in form satisfactory to the Indenture Trustee, for any of the following purposes:

(i) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;

(ii) to evidence the succession, in compliance with the applicable provisions hereof, of another Person to the Issuer, and the assumption by any such successor of the covenants of the Issuer herein and in the Notes contained;

(iii) to add to the covenants of the Issuer, for the benefit of the Noteholders or the Enhancer, or to surrender any right or power herein conferred upon the Issuer;

(iv) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee;

(v) to cure any ambiguity, to correct any error or to correct or supplement any provision herein or in any supplemental indenture that may be inconsistent with any other provision herein or in any supplemental indenture;

(vi) to make any other provisions with respect to matters or questions arising under this Indenture or in any supplemental indenture; provided, that such action shall not materially and adversely affect the interests of the Noteholders or the Enhancer (as evidenced by an Opinion of Counsel);

(vii) to evidence and provide for the acceptance of the appointment hereunder by a successor trustee with respect to the Notes and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one trustee, pursuant to the requirements of Article VI; or

(viii) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under TIA or under any similar federal statute hereafter enacted and to add to this Indenture such other provisions as may be expressly required by TIA;

provided, however, that no such supplemental indenture shall be entered into unless the Indenture Trustee shall have received an Opinion of Counsel to the effect that the execution of such supplemental indenture will not give rise to any material adverse tax consequence to the Noteholders.

The Indenture Trustee is hereby authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained.

(b) The Issuer and the Indenture Trustee, when authorized by an Issuer Request, may, without the consent of any Noteholder but with prior notice to the Rating Agencies and the Enhancer, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders under this Indenture; provided, however, that such action shall not, as evidenced by an Opinion of Counsel, (i) adversely affect in any material respect the interests of any Noteholder or the Enhancer or (ii) cause the Issuer to be subject to an entity level tax.

Section 9.02 Supplemental Indentures With Consent of Noteholders. The Issuer and the Indenture Trustee, when authorized by an Issuer Request, may, with prior notice to the Rating Agencies and with the consent of the Enhancer and the Noteholders of not less than a majority of the Note Balances of each Class of Notes affected thereby, by Act (as defined in Section 10.03 hereof) of such Noteholders delivered to the Issuer and the Indenture Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Noteholders under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Noteholder of each Note affected thereby:

(a) change the date of payment of any installment of principal of or interest on any Note, or reduce the principal amount thereof or the Note Rate thereon, change the provisions of this Indenture relating to the application of collections on, or the proceeds of the sale of, the Trust Estate to payment of principal of or interest on the Notes, or change any place of payment where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Notes on or after the respective due dates thereof;

(b) reduce the percentage of the Note Balances of any Class of Notes, the consent of the Noteholders of which is required for any such supplemental indenture, or the consent of the Noteholders of which is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(c) modify or alter the provisions of the proviso to the definition of the term "Outstanding" or modify or alter the exception in the definition of the term "Noteholder";

(d) reduce the percentage of the aggregate Note Balance of the Notes required to direct the Indenture Trustee to direct the Issuer to sell or liquidate the Trust Estate pursuant to Section 5.04;

(e) modify any provision of this Section 9.02 except to increase any percentage specified herein or to provide that certain additional provisions of this Indenture or the other Basic Documents cannot be modified or waived without the consent of the Noteholder of each Note affected thereby;

(f) modify any of the provisions of this Indenture in such manner as to affect the calculation of the amount of any payment of interest or principal due on any Note on any Payment Date (including the calculation of any of the individual components of such calculation); or

(g) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or, except as otherwise permitted or contemplated herein, terminate the lien of this Indenture on any property at any time subject hereto or deprive the Noteholder of any Note of the security provided by the lien of this

Indenture; and provided further, that such action shall not, as evidenced by an Opinion of Counsel, cause the Issuer to be subject to an entity level tax.

The Indenture Trustee may in its discretion determine whether or not any Notes would be affected by any supplemental indenture and any such determination shall be conclusive upon the Noteholders of all Notes, whether theretofore or thereafter authenticated and delivered hereunder. The Indenture Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for any Act (as defined in Section 10.03 hereof) of Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

Promptly after the execution by the Issuer and the Indenture Trustee of any supplemental indenture pursuant to this Section 9.02, the Indenture Trustee shall mail to the Noteholders of the Notes to which such amendment or supplemental indenture relates a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.03 Execution of Supplemental Indentures. In executing, or permitting the additional trusts created by, any supplemental indenture permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Indenture Trustee shall be entitled to receive and, subject to Sections 6.01 and 6.02, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Indenture Trustee may, but shall not be obligated to, enter into any such supplemental indenture that affects the Indenture Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise.

Section 9.04 Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and shall be deemed to be modified and amended in accordance therewith with respect to the Notes affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Indenture Trustee, the Issuer and the Noteholders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.05 Conformity with Trust Indenture Act. Every amendment of this Indenture and every supplemental indenture executed pursuant to this Article IX shall conform to the requirements of TIA as in effect at the time of such amendment or supplement so long as this Indenture shall then be qualified under TIA.

Section 9.06 Reference in Notes to Supplemental Indentures. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article IX may, and

if required by the Indenture Trustee, shall, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such supplemental indenture. If the Issuer or the Indenture Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes.

ARTICLE X

Miscellaneous

Section 10.01 Compliance Certificates and Opinions, etc.

(a) Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee and to the Enhancer (i) an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and (ii) an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with;

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with; and

(v) if the signer of such certificate or opinion is required to be Independent, the statement required by the definition of the term "Independent."

(b) (i) Prior to the deposit of any Collateral or other property or securities with the Indenture Trustee that is to be made the basis for the release of any property or securities subject to the lien of this Indenture, the Issuer shall, in addition to any obligation imposed in

Section 10.01(a) or elsewhere in this Indenture, furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within 90 days of such deposit) to the Issuer of the Collateral or other property or securities to be so deposited.

(ii) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signer thereof as to the matters described in clause (i) above, the Issuer shall also deliver to the Indenture Trustee an Independent Certificate as to the same matters, if the fair value to the Issuer of the securities to be so deposited and of all other such securities made the basis of any such withdrawal or release since the commencement of the then-current fiscal year of the Issuer, as set forth in the certificates delivered pursuant to clause (i) above and this clause (ii), is 10% or more of the aggregate Note Balance of the Notes, but such a certificate need not be furnished with respect to any securities so deposited, if the fair value thereof to the Issuer as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the aggregate Note Balance of the Notes.

(iii) Whenever any property or securities are to be released from the lien of this Indenture, the Issuer shall furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of each person signing such certificate as to the fair value (within 90 days of such release) of the property or securities proposed to be released and stating that in the opinion of such person the proposed release will not impair the security under this Indenture in contravention of the provisions hereof.

(iv) Whenever the Issuer is required to furnish to the Indenture Trustee an Officer's Certificate certifying or stating the opinion of any signer thereof as to the matters described in clause (iii) above, the Issuer shall also furnish to the Indenture Trustee an Independent Certificate as to the same matters if the fair value of the property or securities and of all other property, other than property as contemplated by clause (v) below or securities released from the lien of this Indenture since the commencement of the then-current calendar year, as set forth in the certificates required by clause (iii) above and this clause (iv), equals 10% or more of the aggregate Note Balance of the Notes, but such certificate need not be furnished in the case of any release of property or securities if the fair value thereof as set forth in the related Officer's Certificate is less than \$25,000 or less than one percent of the aggregate Note Balance of the Notes.

(v) Notwithstanding the foregoing, this Section 10.01(b) shall not apply to (A) collection upon, sales or other dispositions of the Mortgage Loans as and to the extent permitted or required by the Basic Documents or (B) the making of cash payments out of the Note Payment Account as and to the extent permitted or required by the Basic Documents, so long as the Issuer shall deliver to the Indenture Trustee every six months, commencing December 31, 2005, an Officer's Certificate of the Issuer stating that all the dispositions of Collateral described in clauses (A) or (B) above that occurred during the preceding six calendar months (or such longer period, in the case of the first such Officer's Certificate) were permitted or required by the Basic Documents and that the proceeds thereof were applied in accordance with the Basic Documents.

Section 10.02 Form of Documents Delivered to Indenture Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Authorized Officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate of an Authorized Officer or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of any Seller or the Issuer, stating that the information with respect to such factual matters is in the possession of any Seller or the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Whenever in this Indenture, in connection with any application or certificate or report to the Indenture Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Indenture Trustee's right to rely upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

Section 10.03 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be

sufficient for any purpose of this Indenture and (subject to Section 6.01) conclusive in favor of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 10.03.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Indenture Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Noteholder of any Note shall bind the Noteholder of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 10.04 Notices, etc., to Indenture Trustee, Issuer, Enhancer and Rating Agencies. Any request, demand, authorization, direction, notice, consent, waiver or Act of Noteholders or other documents provided or permitted by this Indenture shall be in writing and if such request, demand, authorization, direction, notice, consent, waiver or Act of Noteholders is to be made upon, given or furnished to or filed with:

(a) the Indenture Trustee by any Noteholder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Indenture Trustee at its Corporate Trust Office with a copy to Wells Fargo Bank, N.A., 9062 Old Annapolis Road, Columbia, Maryland 21045-1951, Attention: Corporate Trust Services — GMACM — 2005-HE1. The Indenture Trustee shall promptly transmit any notice received by it from the Noteholders to the Issuer,

(b) the Issuer by the Indenture Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and mailed first-class, postage prepaid to the Issuer addressed to: GMACM Home Equity Loan Trust 2005-HE1, in care of the Owner Trustee, or at any other address previously furnished in writing to the Indenture Trustee by the Issuer. The Issuer shall promptly transmit any notice received by it from the Noteholders to the Indenture Trustee, or

(c) the Enhancer by the Issuer, the Indenture Trustee or by any Noteholders shall be sufficient for every purpose hereunder to in writing and mailed, first-class postage pre-paid, or personally delivered or telecopied to: Financial Guaranty Insurance Company, 125 Park Avenue, New York, New York 10017, Attention: Research and Risk Management – Structured Finance (GMACM Home Equity Loan Trust 2005-HE1), telecopier number (212) 312-3000. The Enhancer shall promptly transmit any notice received by it from the Issuer, the Indenture Trustee or the Noteholders to the Issuer or Indenture Trustee, as the case may be.

Notices required to be given to the Rating Agencies by the Issuer, the Indenture Trustee or the Owner Trustee shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to (i) in the case of Moody's, at the following address: Moody's Investors Service, Inc., ABS Monitoring Department, 99 Church Street, New York, New York 10007 and (ii) in the case of Standard & Poor's, at the following address: Standard & Poor's, 55 Water

Street, New York, New York 10041-0003, Attention: Asset Backed Surveillance Department; or, as to each of the foregoing Persons, at such other address as shall be designated by written notice to the other foregoing Persons.

Section 10.05 Notices to Noteholders; Waiver. Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class, postage prepaid to each Noteholder affected by such event, at such Person's address as it appears on the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given regardless of whether such notice is in fact actually received.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Indenture Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such a waiver.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Indenture Trustee shall be deemed to be a sufficient giving of such notice.

Where this Indenture provides for notice to the Rating Agencies, failure to give such notice shall not affect any other rights or obligations created hereunder, and shall not under any circumstance constitute an Event of Default.

Section 10.06 Alternate Payment and Notice Provisions. Notwithstanding any provision of this Indenture or any of the Notes to the contrary, the Issuer may enter into any agreement with any Noteholder providing for a method of payment, or notice by the Indenture Trustee to such Noteholder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer shall furnish to the Indenture Trustee a copy of each such agreement and the Indenture Trustee shall cause payments to be made and notices to be given in accordance with such agreements.

Section 10.07 Conflict with Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Indenture by any of the provisions of TIA, such required provision shall control.

The provisions of TIA §§ 310 through 317 that impose duties on any Person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.

Section 10.08 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.09 Successors and Assigns. All covenants and agreements in this Indenture and the Notes by the Issuer shall bind its successors and assigns, whether so expressed or not. All agreements of the Indenture Trustee in this Indenture shall bind its successors, co-trustees and agents.

Section 10.10 Severability. In case any provision in this Indenture or in the Notes shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 10.11 Benefits of Indenture. Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Noteholders, the Enhancer, and any other party secured hereunder, and any other Person with an ownership interest in any part of the Trust Estate, any benefit or any legal or equitable right, remedy or claim under this Indenture. The Enhancer shall be a third party beneficiary of this Indenture.

Section 10.12 Legal Holidays. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Notes or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due, and no interest shall accrue for the period from and after any such nominal date.

Section 10.13 GOVERNING LAW. THIS INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 10.14 Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.15 Recording of Indenture. If this Indenture is subject to recording in any appropriate public recording offices, such recording is to be effected by the Issuer and at its expense accompanied by an Opinion of Counsel (which counsel shall be reasonably acceptable to the Indenture Trustee) to the effect that such recording is necessary either for the protection of the Noteholders or any other Person secured hereunder or for the enforcement of any right or remedy granted to the Indenture Trustee under this Indenture.

Section 10.16 Issuer Obligation. No recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer, the Owner Trustee or the Indenture Trustee on the Notes or under this Indenture or any certificate or other writing delivered in connection herewith or therewith, against (i) the Indenture Trustee or the Owner Trustee in its individual capacity, (ii) any owner of a beneficial interest in the Issuer or (iii) any partner, owner, beneficiary, agent,

officer, director, employee or agent of the Indenture Trustee or the Owner Trustee in its individual capacity, any holder of a beneficial interest in the Issuer, the Owner Trustee or the Indenture Trustee or of any successor or assign of the Indenture Trustee or the Owner Trustee in its individual capacity, except as any such Person may have expressly agreed (it being understood that the Indenture Trustee and the Owner Trustee have no such obligations in their respective individual capacities), and except that any such partner, owner or beneficiary shall be fully liable, to the extent provided by applicable law, for any unpaid consideration for stock, unpaid capital contribution or failure to pay any installment or call owing to such entity. For all purposes of this Indenture, in the performance of any duties or obligations of the Issuer hereunder, the Owner Trustee shall be subject to, and entitled to the benefits of, the terms and provisions of Articles VI, VII and VIII of the Trust Agreement.


Section 10.17 No Petition. The Indenture Trustee, by entering into this Indenture, and each Noteholder, by its acceptance of a Note, hereby covenant and agree that they will not at any time institute against the Depositor or the Issuer, or join in any institution against the Depositor or the Issuer of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Notes, this Indenture or any of the other Basic Documents.

Section 10.18 Inspection. The Issuer agrees that, on reasonable prior notice, it shall permit any representative of the Indenture Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited by Independent certified public accountants, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees, and Independent certified public accountants, all at such reasonable times and as often as may be reasonably requested. The Indenture Trustee shall and shall cause its representatives to hold in confidence all such information except to the extent disclosure may be required by law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Indenture Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

GMACM HOME EQUITY LOAN TRUST
2005-HE1, as Issuer

By: WILMINGTON TRUST COMPANY, not in
its individual capacity but solely as Owner
Trustee

By: 
Name: _____
Title: **Heather L. Williamson**
Financial Services Officer

WELLS FARGO BANK, N.A., as Indenture
Trustee

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.
hereby accepts the appointment as Paying
Agent pursuant to Section 3.03 hereof
and as Note Registrar pursuant to Section
4.02 hereof.

By: _____
Name: _____
Title: _____

Signatures and Seals

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

GMACM HOME EQUITY LOAN TRUST
2005-HE1, as Issuer

By: WILMINGTON TRUST COMPANY, not in
its individual capacity but solely as Owner
Trustee

By: _____
Name:
Title:

WELLS FARGO BANK, N.A., as Indenture
Trustee

By: _____
Name: Peter A. Gobell
Title: Vice President

WELLS FARGO BANK, N.A.
hereby accepts the appointment as Paying
Agent pursuant to Section 3.03 hereof
and as Note Registrar pursuant to Section
4.02 hereof.

By: _____
Name: Peter A. Gobell
Title: Vice President

Signatures and Seals



STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) ss.:

On this 21 day of March, 2005, before me personally appeared Heather Williams, to me known, who being by me duly sworn, did depose and say, that he/she resides at Delaware, that he/she is the Fin. Svcs. officer of Wilmington Trust Company, the Owner Trustee, one of the corporations described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Michele Lauren Centrella
Notary Public

Acknowledgements

MICHELE LAUREN CENTRELLA
Notary Public - Delaware
My Comm. Expires May 17, 2008

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 29th day of March, 2005, before me personally appeared Peter A. Gobell, to me known, who being by me duly sworn, did depose and say, that he is a Vice President of Wells Fargo Bank, N.A., as Indenture Trustee, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



Notary Public

NOTORIAL SEAL

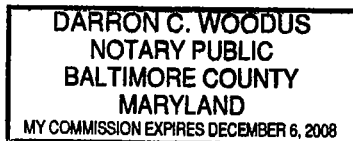


EXHIBIT B

From: Johnson, Michael
To: Sohlberg, Mary
CC: Weitnauer, Kit
Sent: 5/10/2013 1:24:48 PM
Subject: FW: ResCap / FGIC Proposal (D&P Summary)
Attachments: ResCap_FGIC Commutation Proposal_D&P Summary.pdf

Mary: here's Duff's FGIC presentation.

Mike

Michael E. Johnson
Alston & Bird LLP
90 Park Avenue
New York, New York 10016
(212) 210-9584
michael.johnson@alston.com

From: Murphy, Brendan [mailto:Brendan.Murphy@duffandphelps.com]
Sent: Monday, May 06, 2013 4:54 PM
To: Johnson, Michael; Siegel, Glenn
Cc: Murphy, Brendan; Pfeiffer, Allen; Chong, Alice; Messenger, Zachary; Parekh, Charles
Subject: ResCap / FGIC Proposal (D&P Summary)

Privileged and Confidential / Attorney-Client Work Product

Mike (cc Glenn) –

Per our recent conversation, I have **attached** our summary on the FGIC Proposal, including the situation overview, claim quantification, summary of FGIC's Plan of Rehabilitation, comparison of the Base vs. Stress Scenarios, comparison of the current settlement proposal vs. FGIC's Plan etc.

We (D&P) understand that both Alston and Dechert have executed the NDA, but need to confirm that the other Trustee's have also executed the requisite documentation before receiving the attached.

In the meantime, please let us know if you have any questions.

Thanks,
Brendan

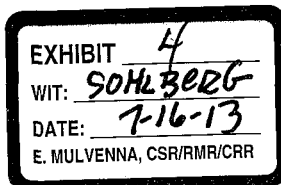
Brendan J. Murphy
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Floor 31
New York, NY 10055

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R E S C A P

DUFF & PHELPS

Residential Capital, LLC

**FGIC Commutation Proposal
Discussion Materials**

May 2013

DRAFT – Subject to Change

DUFF & PHELPS

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Situation Overview

In late March, FGIC delivered a commutation proposal ("Proposal") to the Steering Committee Group of RMBS Holders for ResCap-related trusts to provide a global resolution regarding the pending RMBS litigation. The Proposal from FGIC sets forth a lump sum cash consideration paid to the policyholders of the Rescap-related wrapped trusts in exchange for the ability to assert a general unsecured claim in the Rescap bankruptcy cases.

- On June 11, 2012, Benjamin Lawsky, Superintendent of Financial Services of the State of New York (the "Rehabilitator"), filed a rehabilitation petition on behalf of FGIC with the Supreme Court of the State of New York.
 - The Rehabilitator filed an initial Plan of Rehabilitation for FGIC on September 27, 2012 and filed the First Amended Plan of Rehabilitation on December 12, 2012.
 - In connection with the First Amended Plan of Rehabilitation, Lazard, as financial advisor to the New York Liquidation Bureau, submitted an affidavit which contained revised projections.
 - The Rehabilitator filed a revised First Amended Plan of Rehabilitation for FGIC on April 12, 2013 (the "Plan") which is expected to be heard on June 11, 2013.
- Based on the current Plan, holders of permitted policy claims ("Policyholders") would receive (i) an upfront Cash Payment in an amount equal to a specified cash payout percentage upon the initial incurrence of the policy claim and (ii) additional catch-up payments through a ratable payout mechanism as set forth in the Plan.
 - In the revised Base Scenario, the Policyholders would receive a recovery of 28.5% on their claim (based on a net present value of the distributions discounted at an illustrative rate of 15%).
- In connection with the Plan, FGIC has presented the Proposal to the Steering Committee Group of RMBS Holders for ResCap-related RMBS trusts in late March.
 - The Proposal provides a cash payout from FGIC of approximately \$253 million to the ResCap-related RMBS Policyholders in exchange for approximately \$597 million of claims asserted in the ResCap case by FGIC.
- The following materials provide initial observations regarding the potential recoveries, timing, and risks to the Rescap-related RMBS Policyholders for both the current Plan and the Proposal.

FGIC Proposal – Commutation and Claim

(\$ in millions)

The Proposal outlines a cash payment of approximately \$253 million by FGIC upon emergence in exchange for the ability for FGIC to assert approximately \$597 million of allowed claims at Rescap.

- The following Proposal is based on the following three main assumptions:
 - [A] Initial Cash Payment Percentage of 17.25% (based on the updated Stress Scenario pursuant to the Plan),
 - [B] Base Case Payout to policyholders of 28.5% (based on the updated Base scenario pursuant to the Plan assuming a 15% discount rate), and
 - [J] Haircut of 40% on unpaid payout claim estimates.
- In consideration for the cash commutation payment of approximately \$253 million, FGIC in return would receive a claim in the Rescap case for the sum of the (i) payouts made to date related to the RFC- and GMACM-sponsored trusts and (ii) the cash commutation.

Information Points

Initial Cash Payment Percentage (CPP)	17.25% [A]
Base Case Payout (NPV @ 15.0%)	28.50% [B]
FGIC - Ch. 11 Proof of Claim (POC) Amount	\$1,850.0
Less: Cost, Interest, etc.	(236.0)
Total Projected Claims in POC	1,614.0
Claims Paid to Date	344.0 [C]
Estimated Unpaid Claims	1,270.0
Accrued and Unpaid ("A&U") Claims (as of 3/31/13)	799.0 [D]
Future Estimated Claims	\$481.0 [E]

Commutation Consideration

Claims - A&U - Cash at Initial CPP	\$135.1 [F] = [A] x [D]
Claims - A&U - Base Case Payout less Initial CPP	\$88.8 [G] = [B] x [D] - [F]
Claims - Future Estimated Claims at Base Case Payout	137.1 [H] = [B] x [E]
Subtotal:	\$225.8 [I] = [G] + [H]
Factor % of Unpaid Payout	60.0% [J]
Value Attributable to Estimated Unpaid Claims	\$135.5 [K] = [I] x [J]
Total Value to Trusts	\$271.6 [L] = [F] + [K]
Less: Premiums waived by FGIC and retained by Trusts	18.3 [M]
Cash Commutation paid by FGIC	\$253.3 [N] = [L] - [M]

FGIC Allowed Claims

Prior Claims Paid	\$344.0 [C]
Cash Commutation	253.3 [N]
Amount of FGIC Allowed Claim	\$597.3 [C] + [N]

FGIC Plan of Rehabilitation – Summary

The current Plan of Rehabilitation provides all of the value of FGIC, after the payment of certain administrative expenses and other costs, to be ratably distributed to the all of FGIC's Policyholders in a fair and equitable manner.

- * Per Lazard's Affidavit filed on December 12, 2012, the Policyholders are projected to receive a recovery of approximately 27-30% in the Base Scenario and 17-18% in the Stress Scenario (assuming a discount rate of approximately 10-20% on the distributions).
- * The Policyholders would receive an initial cash payout percentage ("CPP") of 17.25% on accrued but unpaid claims on the effective date, an updated initial CPP on future claims as they arise, true-up payments for any upward changes in the CPP, and pro rata distribution of excess cash after accounting for appropriate reserves.
 - The Policyholders would receive distributions on an annual basis based on the updated Base and Stress Scenarios or if there an significant cash inflow event as further outlined in the Plan.

	Base Scenario	Stress Scenario
Summary	* FGIC's current expectation of future Claims, investment performance, recoveries, financial markets and other factors of relevance to CPP Revaluations based on circumstances, events and projections that FGIC anticipates are reasonably likely to occur.	* Non-catastrophic scenario envisioning a severe economic recession that is accompanied by: <ul style="list-style-type: none"> – (i) sharp declines in home prices and the financial markets (e.g., approximately 30% decrease from peak home values), – (ii) significant unemployment (e.g., approximately 5% increase in unemployment rates), – (iii) high mortgage default rates, and – (iv) other negative economic indicators of potential relevance to FGIC's insured exposures.
Notional Claims	\$6.3 billion	\$11.7 billion
Total Payments	\$2.8 billion	\$2.6 billion
Initial CPP	17.25%	17.25%
Nominal Recovery	45%	23%
10% Discount Rate	30%	18%
15% Discount Rate	28.5%	17%
20% Discount Rate	27%	17%

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FGIC Plan of Rehabilitation – Base vs. Stress Scenario

(\$ in millions)

FGIC's total notional claims estimates is approximately \$6.3 billion in the base case and \$11.7 billion in the stress case.

- Based on D&P loss estimates of approximately \$1.1 billion to \$1.5 billion, the Policyholders for the ResCap-related RMBS trusts may potentially represent 10% to 24% of the overall pool.
- A majority of the claims for the Policyholders of Rescap-related RMBS trusts are expected to arise in the next 5 years.

	2012	'13 - '17	'18 - '22	'23 - '27	'28 - '32	'33 - '37	'38 - '42	'43 - '47	'48 - '52	Total
BASE SCENARIO										
All FGIC Policyholders (Lazard Affidavit)	Notional Claims - All	\$2,133	\$1,655	\$585	\$229	\$160	\$948	\$800	\$6	\$6,316
	Ending CPP	17%	23%	26%	29%	31%	34%	37%	39%	
	Total Payments	(\$368)	(\$518)	(\$297)	(\$197)	(\$195)	(\$536)	(\$498)	(\$2)	(\$2,840)
	STRESS SCENARIO									
	Notional Claims - All	\$2,399	\$3,874	\$1,247	\$675	\$637	\$1,696	\$1,130	\$12	\$11,670
	Ending CPP	17%	17%	17%	17%	17%	17%	17%	20%	
	Total Payments	(\$414)	(\$666)	(\$215)	(\$116)	(\$110)	(\$293)	(\$195)	(\$2)	(\$2,642)
	VARIANCE									
	Notional Claims - All	\$266	\$2,219	\$662	\$446	\$477	\$748	\$530	\$6	\$5,354
	Ending CPP	(0%)	(6%)	(9%)	(11%)	(13%)	(16%)	(19%)	(16%)	
	Total Payments	(\$46)	(\$152)	\$82	\$81	\$85	\$243	\$303	--	\$198
LOW CASE										
Claims for Policyholders of ResCap- Related RMBS Trusts (Per D&P's Estimates)	Notional Claims - ResCap	\$709	\$152	\$74	\$54	\$74	\$56	(\$4)	(\$1)	\$1,113
	% Cumulative	84%	77%	84%	89%	95%	100%	100%	100%	100%
	% of Total Notional Claims									
	Base Case	33%	9%	13%	23%	46%	6%	NM	NM	18%
	Stress Case	30%	4%	6%	6%	12%	3%	NM	NM	10%
	HIGH CASE									
	Notional Claims - ResCap	\$709	\$341	\$139	\$113	\$115	\$78	(\$3)	(\$1)	\$1,491
	% Cumulative	48%	70%	80%	87%	95%	100%	100%	100%	100%
	% of Total Notional Claims									
	Base Case	33%	21%	24%	49%	72%	8%	NM	NM	24%
	Stress Case	30%	9%	11%	17%	18%	5%	NM	NM	13%

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FGIC Plan of Rehabilitation – ResCap Trust Policyholders

(\$ in millions)

Under the Base Scenario, the ResCap RMBS Trust Policyholders may receive approximately \$200-\$320 million on a net present value basis.

	Initial	'14 - '17	'18-'52	Total Recovery			Notes
				Recovery % Based on:			
				%	%		
				Notional	Discounted		
LOW CASE							
Notional Claims - ResCap	\$709	\$152	\$263	\$1,113			[A]
Nominal Cash Flow							
Initial CPP Payments	\$130	\$32	\$72	\$234			
Catch-Up CPP Payments	—	36	160	196			
Subtotal	130	67	232	430			
Portion of DPO Accretion Payout	—	4	85	88			
Total Payout	\$130	\$71	\$317	\$518			47% [B]
Discounted Cash Flows							
10%	\$130	\$56	\$84	\$251	23%	28%	[C]
15%	130	51	37	218	20%	25%	
20%	130	46	23	200	18%	24%	
HIGH CASE							
Notional Claims - ResCap	\$709	\$341	\$441	\$1,491			[A]
Nominal Cash Flow							
Initial CPP Payments	\$130	\$71	\$124	\$325			
Catch-Up CPP Payments	—	40	210	250			
Subtotal	130	111	334	575			
Portion of DPO Accretion Payout	—	4	106	112			
Total Payout	\$130	\$115	\$442	\$687			46% [B]
Discounted Cash Flows							
10%	\$130	\$92	\$93	\$316	21%	28%	[C]
15%	130	83	54	268	18%	25%	
20%	130	76	35	241	16%	24%	

[A] A majority of the notional claims for the ResCap RMBS Trust Policyholders are presented within the first 5 years post-emergence in both the low and high cases.

[B] However, the nominal cash flows to the Policyholders are mostly back-ended due to the true-up payments related to the projected CPP increases and the payments on account of the DPO accretion.

[C] When applying a 10-20% discount rate to the recovery cash flow stream, the illustrative recovery estimates are approximately \$200-\$320 million which implies a recovery rate of approximately 16-23% based on the notional claim amount and 24-28% based on the discounted claim amount.

Comparison Between Commutation Proposal and Plan

The following table outlines the various considerations, risks and economics associated with the Proposal and the Plan.

- The payment and recovery estimates are based on D&P's assessment of the accrued and unpaid claims to date and projected claims for both a low and high case.

	Proposal ^(a)	Plan ^(b)	
Considerations and Risks	<ul style="list-style-type: none"> Provides a global resolution on outstanding ResCap RMBS litigation issues One-time payment made to ResCap RMBS Policyholders upon plan confirmation (payout expected to occur on December 2013) ResCap RMBS Trusts will not need to pay future premiums Potential risk of relinquished upside economics in the event that the Base Scenario under the Plan is met and exceeded Proposal terms subject to approval from the Rehabilitator and the New York Insurance Bureau 	<ul style="list-style-type: none"> Outstanding ResCap RMBS litigation issues would need to be resolved separately RMBS Policyholders would receive approximately \$130 million upon plan confirmation (payout expected to occur on December 2013); remainder to be made over 40 years Recoveries based on financial projections and claim estimates from December 2011; updates have not yet been provided RMBS Policyholders bear the exposure to upside opportunity and downside risk related to size of actual claim pool and cash flows versus the original projections Recoveries may be influenced by other commutation proposals that are currently pending 	
		Base Scenario	Stress Scenario
NPV of Payments	~\$220-285 million	\$200-320 million	\$190-\$250 million
Nominal Recovery	~19-20%	N/M	N/M
10-20% Discount Rate^(b)	N/A	24-28%	17-18%

(a) Based on D&P's low and high claims estimates. Variance between NPV of payments due to the difference in starting claim amounts.

(b) Discrepancy between the stated discounted recovery per the estimates provided in the Lazard Affidavit is primarily due to the adjustments that are made to calculate recoveries on an annual basis versus the 5-year basis shown in the revised Scenarios.

Next Steps and Follow-up Questions

Prior to the confirmation hearing currently set for June 11, 2013, additional follow-up discussions on the commutation Proposal will likely be centered around the following key issues:

- Base case payout assumption of 28.5% included in the Proposal;
- Factor of unpaid payout assumption of 60% included in the Proposal;
- Resolution regarding the accrued and unpaid claims to date;
- Resolution regarding the projected claim estimates;
- FGIC Allowed Claim in the ResCap cases (i.e., detail regarding the amount asserted to certain debtor entities);
- Timing and probability of receiving approval from the Rehabilitator and NYLB; and
- Timing of commutation related to overall FGIC rehabilitation proceeding.

EXHIBIT C

RESCAP

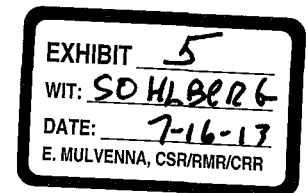
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Residential Capital, LLC

**FGIC Commutation Proposal
Discussion Materials**

May 2013

DRAFT – Subject to Change



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WFB-MS000001

Situation Overview

In late March, FGIC delivered a commutation proposal ("Proposal") to the Steering Committee Group of RMBS Holders for ResCap-related trusts to provide a global resolution regarding the pending RMBS litigation. The Proposal from FGIC sets forth a lump sum cash consideration paid to the policyholders of the Rescap-related wrapped trusts in exchange for the ability to assert a general unsecured claim in the Rescap bankruptcy cases.

- On June 11, 2012, Benjamin Lawsky, Superintendent of Financial Services of the State of New York (the "Rehabilitator"), filed a rehabilitation petition on behalf of FGIC with the Supreme Court of the State of New York.
 - The Rehabilitator filed an initial Plan of Rehabilitation for FGIC on September 27, 2012 and filed the First Amended Plan of Rehabilitation on December 12, 2012.
 - In connection with the First Amended Plan of Rehabilitation, Lazard, as financial advisor to the New York Liquidation Bureau, submitted an affidavit which contained revised projections.
 - The Rehabilitator filed a revised First Amended Plan of Rehabilitation for FGIC on April 12, 2013 (the "Plan") which is expected to be heard on June 11, 2013.
- Based on the current Plan, holders of permitted policy claims ("Policyholders") would receive (i) an upfront Cash Payment in an amount equal to a specified cash payout percentage upon the initial incurrence of the policy claim and (ii) additional catch-up payments through a ratable payout mechanism as set forth in the Plan.
 - In the revised Base Scenario, the Policyholders would receive a recovery of 28.5% on their claim (based on a net present value of the distributions discounted at an illustrative rate of 15%).
- In connection with the Plan, FGIC has presented the Proposal to the Steering Committee Group of RMBS Holders for ResCap-related RMBS trusts in late March.
 - The Proposal provides a cash payout from FGIC of approximately \$253 million to the ResCap-related RMBS Policyholders in exchange for approximately \$597 million of claims asserted in the ResCap case by FGIC.
- The following materials provide initial observations regarding the potential recoveries, timing, and risks to the Rescap-related RMBS Policyholders for both the current Plan and the Proposal.

17.25/1.00 plan.

FGIC Proposal – Commutation and Claim

(\$ in millions)

The Proposal outlines a cash payment of approximately \$253 million by FGIC upon emergence in exchange for the ability for FGIC to assert approximately \$597 million of allowed claims at Rescap.

- The following Proposal is based on the following three main assumptions:
 - [A] Initial Cash Payment Percentage of 17.25% (based on the updated Stress Scenario pursuant to the Plan),
 - [B] Base Case Payout to policyholders of 28.5% (based on the updated Base scenario pursuant to the Plan assuming a 15% discount rate), and
 - [J] Haircut of 40% on unpaid payout claim estimates.
- In consideration for the cash commutation payment of approximately \$253 million, FGIC in return would receive a claim in the Rescap case for the sum of the (i) payouts made to date related to the RFC- and GMACM-sponsored trusts and (ii) the cash commutation.

Information Points

Initial Cash Payment Percentage (CPP) 17.25% [A] *CPP - min. return to policyholders*
Base Case Payout (NPV @ 15.0%) 28.50% [B]

FGIC - Ch. 11 Proof of Claim (POC) Amount
Less: Cost, Interest, etc.
Total Projected Claims in POC
Claims Paid to Date
Estimated Unpaid Claims
Accrued and Unpaid ("A&U") Claims (as of 3/31/13)
Future Estimated Claims

11.25 diff
initial haircut
\$1,850.0 POC
(236.0) - cost
1,614.0
344.0 [C]
1,270.0
789.0 [D]
\$481.0 [E]

Commutation Consideration

Claims - A&U - Cash at Initial CPP \$136.1 [F] = [A] x [D]
Claims - A&U - Base Case Payout less Initial CPP \$88.8 [G] = [B] x [D] - [F]
Claims - Future Estimated Claims at Base Case Payout 137.1 [H] = [B] x [E]
Subtotal \$225.8 [I] = [G] + [H]

Factor % of Unpaid Payout

Value Attributable to Estimated Unpaid Claims

60.0% [J] *Settlement discount*
\$135.5 [K] = [I] x [J]

Total Value to Trusts \$271.6 [L] = [F] + [K]
Less: Premiums waived by FGIC and retained by Trusts 18.3 [M]

Cash Commutation paid by FGIC *not cash received* \$253.3 [N] = [L] - [M]

FGIC Allowed Claims

Prior Claims Paid \$344.0 [C]
Cash Commutation 253.3 [N]

Amount of FGIC Allowed Claim *amount = Bx* \$597.3 [O] = [C] + [N]

general unsecured claim

FGIC Plan of Rehabilitation – Summary

The current Plan of Rehabilitation provides all of the value of FGIC, after the payment of certain administrative expenses and other costs, to be ratably distributed to the all of FGIC's Policyholders in a fair and equitable manner.

- Per Lazard's Affidavit filed on December 12, 2012, the Policyholders are projected to receive a recovery of approximately 27-30% in the Base Scenario and 17-18% in the Stress Scenario (assuming a discount rate of approximately 10-20% on the distributions).
- The Policyholders would receive an initial cash payout percentage ("CPP") of 17.25% on accrued but unpaid claims on the effective date, an updated initial CPP on future claims as they arise, true-up payments for any upward changes in the CPP, and pro rata distribution of excess cash after accounting for appropriate reserves.
 - The Policyholders would receive distributions on an annual basis based on the updated Base and Stress Scenarios or if there an significant cash inflow event as further outlined in the Plan.

	Base Scenario	Stress Scenario
Summary	<ul style="list-style-type: none"> ▪ FGIC's current expectation of future Claims, investment performance, recoveries, financial markets and other factors of relevance to CPP Revaluations based on circumstances, events and projections that FGIC anticipates are reasonably likely to occur. 	<ul style="list-style-type: none"> ▪ Non-catastrophic scenario envisioning a severe economic recession that is accompanied by: <ul style="list-style-type: none"> - (i) sharp declines in home prices and the financial markets (e.g., approximately 30% decrease from peak home values), - (ii) significant unemployment (e.g., approximately 5% increase in unemployment rates), - (iii) high mortgage default rates, and - (iv) other negative economic indicators of potential relevance to FGIC's insured exposures.
Notional Claims	\$6.3 billion	\$11.7 billion
Total Payments	\$2.8 billion	\$2.6 billion
Initial CPP	17.25%	17.25%
Nominal Recovery	45%	23%
10% Discount Rate	30%	18%
15% Discount Rate	28.5%	17%
20% Discount Rate	27%	17%

FGIC Plan of Rehabilitation – Base vs. Stress Scenario

(\$ in millions)

FGIC's total notional claims estimates is approximately \$6.3 billion in the base case and \$11.7 billion in the stress case.

- Based on D&P loss estimates of approximately \$1.1 billion to \$1.5 billion, the Policyholders for the ResCap-related RMBS trusts may potentially represent 10% to 24% of the overall pool.
- A majority of the claims for the Policyholders of Rescap-related RMBS trusts are expected to arise in the next 5 years.

		2012	'13 - '17	'18 - '22	'23 - '27	'28 - '32	'33 - '37	38 - '42	'43 - '47	'48 - '52	Total
All FGIC Policyholders (Lazard Affidavit)	BASE SCENARIO										
	Notional Claims - All	\$2,133	\$1,655	\$585	\$229	\$160	\$948	\$600	\$6	--	\$6,316
	Ending CPP	17%	23%	26%	29%	31%	34%	37%	37%	39%	
	Total Payments	(\$368)	(\$516)	(\$297)	(\$197)	(\$195)	(\$536)	(\$498)	(\$2)	(\$227)	(\$2,840)
	STRESS SCENARIO										
	Notional Claims - All	\$2,399	\$3,874	\$1,247	\$675	\$637	\$1,696	\$1,130	\$12	--	\$11,670
Claims for Policyholders of ResCap- Related RMBS Trusts (Per D&P's Estimates)	Ending CPP	17%	17%	17%	17%	17%	17%	17%	17%	20%	
	Total Payments	(\$414)	(\$668)	(\$215)	(\$116)	(\$110)	(\$293)	(\$195)	(\$2)	(\$629)	(\$2,642)
	VARIANCE										
	Notional Claims - All	\$266	\$2,219	\$662	\$446	\$477	\$748	\$530	\$6	--	\$5,354
	Ending CPP	(0%)	(6%)	(9%)	(11%)	(13%)	(16%)	(19%)	(19%)	(18%)	
	Total Payments	(\$46)	(\$152)	\$82	\$81	\$85	\$243	\$303	--	(\$402)	\$198
	LOW CASE										
	Notional Claims - ResCap	\$709	\$152	\$74	\$54	\$74	\$56	(\$4)	(\$1)		\$1,113 AA
	% Cumulative	64%	77%	84%	89%	95%	100%	100%	100%		100%
	% of Total Notional Claims										
	Base Case	33%	9%	13%	23%	46%	6%	NM	NM		18%
	Stress Case	30%	4%	6%	8%	12%	3%	NM	NM		10%
	HIGH CASE										
	Notional Claims - ResCap	\$709	\$341	\$139	\$113	\$115	\$78	(\$3)	(\$1)		\$1,491 BB
	% Cumulative	48%	70%	80%	87%	95%	100%	100%	100%		100%
	% of Total Notional Claims										
	Base Case	33%	21%	24%	49%	72%	8%	NM	NM		24%
	Stress Case	30%	9%	11%	17%	18%	5%	NM	NM		13%

FGIC Plan of Rehabilitation – ResCap Trust Policyholders

(\$ in millions)

Under the Base Scenario, the ResCap RMBS Trust Policyholders may receive approximately \$200-\$320 million on a net present value basis.

	Initial	'14 - '17	'18-'52	Total Recovery			Notes
				Recovery % Based on:			
				%	%		
				Notional	Discounted		
LOW CASE							
Notional Claims - ResCap	\$709	\$152	\$253	\$1,113	AA		[A]
<u>Nominal Cash Flow</u>							
Initial CPP Payments	\$130	\$32	\$72	\$234			
Catch-Up CPP Payments	—	36	160	196			
Subtotal	130	67	232	430			
Portion of DPO Accretion Payout	—	4	85	88			
Total Payout	\$130	\$71	\$317	\$518	47%		[B]
<u>Discounted Cash Flows</u>							
10%	\$130	\$56	\$64	\$251	23%	28%	[C]
15%	130	51	37	218	20%	25%	
20%	130	46	23	200	18%	24%	
HIGH CASE							
Notional Claims - ResCap	\$709	\$341	\$441	\$1,491	BB		[A]
<u>Nominal Cash Flow</u>							
Initial CPP Payments	\$130	\$71	\$124	\$325			
Catch-Up CPP Payments	—	40	210	250			
Subtotal	130	111	334	575			
Portion of DPO Accretion Payout	—	4	108	112			
Total Payout	\$130	\$115	\$442	\$687	46%		[B]
<u>Discounted Cash Flows</u>							
10%	\$130	\$92	\$93	\$316	21%	28%	[C]
15%	130	83	54	268	18%	25%	
20%	130	76	35	241	16%	24%	

[A] A majority of the notional claims for the ResCap RMBS Trust Policyholders are presented within the first 5 years post-emergence in both the low and high cases.

[B] However, the nominal cash flows to the Policyholders are mostly back-ended due to the true-up payments related to the projected CPP increases and the payments on account of the DPO accretion.

[C] When applying a 10-20% discount rate to the recovery cash flow stream, the illustrative recovery estimates are approximately \$200-\$320 million which implies a recovery rate of approximately 16-23% based on the notional claim amount and 24-28% based on the discounted claim amount.

Comparison Between Commutation Proposal and Plan

250M - 320M
best case

The following table outlines the various considerations, risks and economics associated with the Proposal and the Plan.

- The payment and recovery estimates are based on D&P's assessment of the accrued and unpaid claims to date and projected claims for both a low and high case.

N.P. recommended.
Offer of 250 cash today & wait for any not going forward & no prem. paid

	Proposal ^(a)	Plan ^(b)	
Considerations and Risks	<ul style="list-style-type: none">Provides a global resolution on outstanding ResCap RMBS litigation issuesOne-time payment made to ResCap RMBS Policyholders upon plan confirmation (payout expected to occur on December 2013)ResCap RMBS Trusts will not need to pay future premiumsPotential risk of relinquished upside economics in the event that the Base Scenario under the Plan is met and exceededProposal terms subject to approval from the Rehabilitator and the New York Insurance Bureau	<ul style="list-style-type: none">Outstanding ResCap RMBS litigation issues would need to be resolved separatelyRMBS Policyholders would receive approximately \$130 million upon plan confirmation (payout expected to occur on December 2013); remainder to be made over 40 yearsRecoveries based on financial projections and claim estimates from December 2011; updates have not yet been providedRMBS Policyholders bear the exposure to upside opportunity and downside risk related to size of actual claim pool and cash flows versus the original projectionsRecoveries may be influenced by other commutation proposals that are currently pending	
NPV of Payments	~\$220-285 million	Base Scenario \$200-320 million	Stress Scenario \$190-\$250 million
Nominal Recovery	~19-20%	N/M	N/M
10-20% Discount Rate ^(b)	N/A	24-28%	17-18%

(a) Based on D&P's low and high claims estimates. Variance between NPV of payments due to the difference in starting claim amounts.

(b) Discrepancy between the stated discounted recovery per the estimates provided in the Lazard Affidavit is primarily due to the adjustments that are made to calculate recoveries on an annual basis versus the 5-year basis shown in the revised Scenarios.

Next Steps and Follow-up Questions

Prior to the confirmation hearing currently set for June 11, 2013, additional follow-up discussions on the commutation Proposal will likely be centered around the following key issues:

- Base case payout assumption of 28.5% included in the Proposal;
- Factor of unpaid payout assumption of 60% included in the Proposal;
- Resolution regarding the accrued and unpaid claims to date;
- Resolution regarding the projected claim estimates;
- FGIC Allowed Claim in the ResCap cases (i.e., detail regarding the amount asserted to certain debtor entities);
- Timing and probability of receiving approval from the Rehabilitator and NYLB; and
- Timing of commutation related to overall FGIC rehabilitation proceeding.

EXHIBIT D

RESCAP

DUFF & PHELPS

Residential Capital, LLC

**FGIC Commutation Proposal
Discussion Materials**

May 15, 2013

DUFF & PHELPS

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EXHIBIT 6
WIT: SOHLBERG
DATE: 7-16-13
E. MULVENNA, CSR/RMR/CRR

Executive Summary

In late March, FGIC delivered a commutation proposal ("Proposal") to the Steering Committee Group of RMBS Holders for ResCap sponsored trusts to provide a global resolution regarding the pending RMBS litigation. The Proposal from FGIC sets forth a lump sum cash consideration paid to the policyholders of the ResCap-related wrapped trusts in exchange for the ability to assert a general unsecured claim in the ResCap bankruptcy cases.

- On June 11, 2012, Benjamin Lawsky, Superintendent of Financial Services of the State of New York (the "Rehabilitator"), filed a rehabilitation petition on behalf of FGIC with the Supreme Court of the State of New York.
 - The Rehabilitator filed an initial Plan of Rehabilitation for FGIC on September 27, 2012 and filed the First Amended Plan of Rehabilitation on December 12, 2012.
 - In connection with the First Amended Plan of Rehabilitation, Lazard, as financial advisor to the New York Liquidation Bureau, submitted an affidavit which contained revised projections.
 - The Rehabilitator filed a revised First Amended Plan of Rehabilitation for FGIC on April 12, 2013 (the "Plan") which is expected to be heard on June 11, 2013.
- Based on the current Plan, holders of permitted policy claims ("Policyholders") would receive (i) an upfront Cash Payment in an amount equal to a specified cash payout percentage upon the initial incurrence of the policy claim and (ii) additional catch-up payments through a ratable payout mechanism as set forth in the Plan.
 - In the revised Base Scenario, the Policyholders would receive an initial recovery of ~17.25% and then a subsequent distribution of up to 28.5% on their claim (based on a net present value of the distributions discounted at an illustrative rate of 15%).
- In connection with the Plan, FGIC presented the Proposal to the Steering Committee Group of RMBS Holders for ResCap trusts in late March.
 - The Proposal provides a cash payout from FGIC of approximately **\$253 million** to the ResCap-related RMBS Policyholders in exchange for FGIC to have the right to assert a **~\$597 million claim** in the ResCap case.

Executive Summary (cont'd)

Based on D&P's loss estimates of the wrapped portion of the ResCap-sponsored RMBS trusts, the cash commutation proposal provided by FGIC is within the range of expected payments under the Plan of Rehabilitation on discounted cash flow basis.

	FGIC Settlement Proposal	FGIC Plan	
Considerations (Benefits and Risks)	<ul style="list-style-type: none"> RMBS Policyholders would receive approximately \$253 million upon plan confirmation (on or around December 2013). Benefit: Provides a global resolution on outstanding ResCap RMBS litigation issues. Benefit: One-time cash payment made to ResCap RMBS Policyholders upon plan confirmation. Benefit: ResCap RMBS Trusts will not need to pay future premiums. Risk: Potential risk of relinquished upside economics in the event that the Base Scenario under the Plan is met and correspondingly exceeded. 	<ul style="list-style-type: none"> RMBS Policyholders would receive approximately \$150 million upon plan confirmation (on or around December 2013); remainder of the payments will be made over 40 years. Benefit / Risk: RMBS Policyholders bear the exposure to upside opportunity (benefit) and downside (risk) related to size of actual claim pool(s) and cash flows. Risk: A significant portion of cash distributions from Deferred Payout Obligations and other true-up payments are significantly back-ended, although a majority of the claims are expected to arise in the first five years (>70%). Risk: Outstanding ResCap RMBS litigation issues would need to be resolved separately. Risk: Recoveries are based on stale financial projections and claim estimates; updated estimates have not yet been provided. 	
		Base Scenario	Stress Scenario
Cash Payments (NPV for the Plan)	\$253 million	~\$220 to \$340 million ^(a)	~\$190 to \$250 million ^{(a)(b)}
Duff & Phelps' Recommendation	X	Settlement Proposal is within the range of reasonableness under either scenario(s). Distributions are subject to additional unforeseen risks not identified above.	

a) Range reflects 10% to 20% discount rate applied to the projected payouts.

b) Reflects 17-18% recovery on D&P's low and high loss estimates.

Note: D&P has not estimated projected losses that correspond to the underlying macro assumptions as assumed under the Stress Scenario (per the Lazard Affidavit).

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FGIC Settlement Proposal

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TR-MS000004

FGIC Settlement Proposal – Commutation and Claim

(\$ in millions)

The Proposal outlines a cash payment of approximately \$253 million by FGIC upon emergence in exchange for the ability for FGIC to assert approximately \$597 million of allowed claims at Rescap.

- The following Proposal is based on the following three main assumptions:
 - [A] Initial Cash Payment Percentage of 17.25% (based on the updated Stress Scenario pursuant to the Plan).
 - [B] Base Case Payout to policyholders of 28.50% (based on the updated Base scenario pursuant to the Plan assuming a 15% discount rate), and
 - [J] Haircut of 40% on unpaid payout claim estimates.
- In consideration for the cash commutation payment of approximately \$253 million, FGIC in return would receive a claim in the Rescap case for the sum of the (i) payouts made to date related to the RFC- and GMACM-sponsored trusts and (ii) the cash commutation.

Information Points

Initial Cash Payment Percentage (CPP)	17.25% [A]
Base Case Payout (NPV @ 15.0%)	28.50% [B]
ResCap Sponsored RMBS Claim (Per FGIC)	\$1,850.0
Less: Cost, Interest, etc.	(236.0)
Total Projected Claims in POC	1,614.0
Claims Paid to Date	344.0 [C]
Estimated Unpaid Claims	1,270.0
Accrued and Unpaid ("A&U") Claims (as of 3/31/13)	789.0 [D]
Future Estimated Claims	\$481.0 [E]

Commutation Consideration

Claims - A&U - Cash at Initial CPP	\$136.1 [F] = [A] x [D]
Claims - A&U - Base Case Payout less Initial CPP	\$88.8 [G] = [B] x [D] - [F]
Claims - Future Estimated Claims at Base Case Payout	137.1 [H] = [B] x [E]
Subtotal	\$225.8 [I] = [G] + [H]

Factor % of Unpaid Payout	60.0% [J]
Value Attributable to Estimated Unpaid Claims	\$135.5 [K] = [I] x [J]
Total Value to Trusts	\$271.6 [L] = [F] + [K]
Less: Premiums waived by FGIC and retained by Trusts	18.3 [M]
Cash Commutation paid by FGIC	\$253.3 [N] = [L] - [M]

FGIC Allowed Claims

Prior Claims Paid	\$344.0 [C]
Cash Commutation	253.3 [N]
Amount of FGIC Allowed Claim	\$597.3 [C] + [N]

2

Plan of Rehabilitation

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TR-MS000006

FGIC Plan of Rehabilitation – Summary

The current Plan of Rehabilitation provides all of the value of FGIC, after the payment of certain administrative expenses and other costs, to be ratably distributed to the all of FGIC's Policyholders in a fair and equitable manner.

- Per Lazard's Affidavit filed on December 12, 2012, the Policyholders are projected to receive a recovery of approximately 27-30% in the Base Scenario and 17-18% in the Stress Scenario (assuming a discount rate of approximately 10-20% on the distributions).
- The Policyholders would receive: **(1)** an initial cash payout percentage ("CPP") of 17.25% on accrued but unpaid claims on the effective date, **(2)** an updated initial CPP on future claims as they arise, **(3)** true-up payments for any upward changes in the CPP, and **(4)** pro rata distribution of excess cash after accounting for appropriate reserves.
 - The Policyholders would receive distributions on an annual basis based on the updated Base and Stress Scenarios or if there an significant cash inflow event as further outlined in the Plan.

	Base Scenario	Stress Scenario
Summary	<ul style="list-style-type: none"> ▪ FGIC's current expectation of future Claims, investment performance, recoveries, financial markets and other factors of relevance to CPP Revaluations based on circumstances, events and projections that FGIC anticipates are reasonably likely to occur. 	<ul style="list-style-type: none"> ▪ Non-catastrophic scenario envisioning a severe economic recession that is accompanied by: <ul style="list-style-type: none"> – (i) sharp declines in home prices and the financial markets (e.g., approximately 30% decrease from peak home values), – (ii) significant unemployment (e.g., approximately 5% increase in unemployment rates), – (iii) high mortgage default rates, and – (iv) other negative economic indicators of potential relevance to FGIC's insured exposures.
Notional Claims	\$6.3 billion	\$11.7 billion
Total Payments	\$2.8 billion	\$2.6 billion
Initial CPP	17.25%	17.25%
Nominal Recovery	45%	23%
10% Discount Rate	30%	18%
15% Discount Rate	28.5%	17%
20% Discount Rate	27%	17%

FGIC Plan of Rehabilitation – Base vs. Stress Scenario

(\$ in millions)

FGIC's total notional claims estimates is approximately \$6.3 billion in the base case and \$11.7 billion in the stress case.

- Based on D&P loss estimates of approximately \$1.2 billion to \$1.5 billion, the Policyholders for the ResCap-sponsored RMBS trusts may potentially represent 10% to 24% of the overall pool.
- A majority of the claims for the Policyholders of Rescap-sponsored RMBS trusts are expected to arise within the next 5 years.

	2012	'13 - '17	'18 - '22	'23 - '27	'28 - '32	'33 - '37	38 - '42	'43 - '47	'48 - '52	Total
All FGIC Policyholders (Lazard Affidavit)	BASE SCENARIO									
	Notional Claims - All	\$2,133	\$1,655	\$585	\$229	\$160	\$948	\$600	\$6	\$6,316
	Ending CPP	17%	23%	26%	29%	31%	34%	37%	39%	
	Total Payments	(\$368)	(\$516)	(\$297)	(\$197)	(\$195)	(\$536)	(\$498)	(\$2)	(\$2,840)
	STRESS SCENARIO									
	Notional Claims - All	\$2,399	\$3,874	\$1,247	\$675	\$637	\$1,696	\$1,130	\$12	\$11,670
	Ending CPP	17%	17%	17%	17%	17%	17%	17%	20%	
	Total Payments	(\$414)	(\$668)	(\$215)	(\$116)	(\$110)	(\$293)	(\$195)	(\$2)	(\$2,642)
	VARIANCE									
	Notional Claims - All	\$266	\$2,219	\$662	\$446	\$477	\$748	\$530	\$6	\$5,354
Claims for Policyholders of ResCap- Related RMBS Trusts (Per D&P's Estimates)	Ending CPP	(0%)	(6%)	(9%)	(11%)	(13%)	(16%)	(19%)	(18%)	
	Total Payments	(\$46)	(\$152)	\$82	\$81	\$85	\$243	\$303	--	\$198
	LOW CASE									
	Notional Claims - ResCap	\$753	\$173	\$69	\$53	\$74	\$40	(\$0)	(\$0)	\$1,162
	% Cumulative	65%	80%	86%	90%	97%	100%	100%	100%	100%
	% of Total Notional Claims									
	Base Case	35%	10%	12%	23%	46%	4%	NM	NM	16%
	Stress Case ^(a)	31%	4%	6%	8%	12%	2%	NM	NM	10%
	HIGH CASE									
	Notional Claims - ResCap	\$753	\$386	\$124	\$115	\$110	\$59	\$0	(\$0)	\$1,548
	% Cumulative	49%	74%	82%	89%	96%	100%	100%	100%	100%
	% of Total Notional Claims									
	Base Case	35%	23%	21%	50%	69%	6%	0%	NM	24%
	Stress Case ^(a)	31%	10%	10%	17%	17%	3%	0%	NM	13%

(a) D&P has not estimated projected losses that reflect the same underlying macro assumptions as the Stress Scenario included in the Affidavit.

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TR-MS000008 ⁸

FGIC Plan of Rehabilitation – ResCap Trust Policyholders

(\$ in millions)

Under the Base Scenario, the ResCap-Sponsored RMBS Trust Policyholders may receive approximately \$220-\$340 million on a net present value basis.

Plan of Rehabilitation – Base Scenario							
	Initial	'14 - '17	'18-'52	Total Recovery			Notes
				Recovery % Based on:			
				%	%		
				Notional	Discounted		
LOW CASE							
Notional Claims - ResCap	\$814	\$112	\$236	\$1,162			[A]
<u>Nominal Cash Flow</u>							
Initial CPP Payments	\$150	\$23	\$67	\$240			
Catch-Up CPP Payments	--	40	164	204			
Subtotal	150	63	231	444			
Portion of DPO Accretion Payout	--	4	70	74			
Total Payout	\$150	\$67	\$301	\$518	45%		[B]
<u>Discounted Cash Flows</u>							
10%	\$150	\$53	\$65	\$268	23%	27%	[C]
15%	150	48	38	235	20%	25%	
20%	150	43	24	217	19%	24%	
HIGH CASE							
Notional Claims - ResCap	\$888	\$251	\$408	\$1,546			[A]
<u>Nominal Cash Flow</u>							
Initial CPP Payments	\$163	\$52	\$114	\$330			
Catch-Up CPP Payments	--	46	214	261			
Subtotal	163	99	328	590			
Portion of DPO Accretion Payout	--	5	89	94			
Total Payout	\$163	\$103	\$418	\$684	44%		[B]
<u>Discounted Cash Flows</u>							
10%	\$163	\$82	\$93	\$339	22%	28%	[C]
15%	163	74	54	292	19%	25%	
20%	163	68	35	266	17%	24%	

[A] A majority of the notional claims for the ResCap RMBS Trust Policyholders are presented within the first 5 years post-emergence in both the low and high cases.

[B] However, the nominal cash flows to the Policyholders are mostly back-ended due to the true-up payments related to the projected CPP increases and the payments on account of the DPO accretion.

[C] When applying a 10-20% discount rate to the recovery cash flow stream, the illustrative recovery estimates are approximately \$220-\$340 million which implies a recovery rate of approximately 17-23% based on the notional claim amount and 24-28% based on the discounted claim amount.

Note: Assumes emergence occurs at the end of 2013.

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TR-MS000009⁹

EXHIBIT E

**TIME SENSITIVE NOTICE
REGARDING (A) PLAN SUPPORT AGREEMENT AMONG THE RESCAP DEBTORS
AND THE RMBS TRUSTEES, AMONG OTHERS, AND (B) SETTLEMENT
AGREEMENT AMONG THE DEBTORS, FINANCIAL GUARANTY INSURANCE
COMPANY AND CERTAIN OF THE RMBS TRUSTEES**

NOTICE IS HEREBY GIVEN BY:

**THE BANK OF NEW YORK MELLON,
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
DEUTSCHE BANK NATIONAL TRUST COMPANY,
DEUTSCHE BANK TRUST COMPANY AMERICAS,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO BANK, N.A.,
HSBC BANK USA, N.A., AND
LAW DEBENTURE TRUST COMPANY OF NEW YORK**

**IN THEIR SEVERAL CAPACITIES AS TRUSTEES, MASTER SERVICERS, AND/OR
INDENTURE TRUSTEES OR SEPARATE TRUSTEES (COLLECTIVELY, THE
“RMBS TRUSTEES” AND EACH, AN “RMBS TRUSTEE”), TO THE HOLDERS (THE
“CERTIFICATEHOLDERS”) OF CERTIFICATES, NOTES OR OTHER SECURITIES
(COLLECTIVELY, THE “CERTIFICATES”) UNDER THE RESIDENTIAL
MORTGAGE-BACKED SECURITIZATION TRUSTS IDENTIFIED ON SCHEDULE A
AT <http://www.rescaprmbssettlement.com> (COLLECTIVELY, THE “TRUSTS” AND
EACH A “TRUST”).**

**THIS NOTICE CONTAINS IMPORTANT TIME-SENSITIVE INFORMATION FOR
CERTIFICATEHOLDERS AND OTHER PERSONS POTENTIALLY INTERESTED IN
THE TRUSTS. ALL DEPOSITORIES, CUSTODIANS AND OTHER
INTERMEDIARIES RECEIVING THIS NOTICE, AS APPLICABLE, ARE
REQUESTED TO EXPEDITE ITS RE-TRANSMITTAL TO CERTIFICATEHOLDERS
IN A TIMELY MANNER.**

Dated: May 24, 2013

This notice (the “**Notice**”) is given to you by the RMBS Trustees under the Pooling and Servicing Agreements (including Series Supplements and Standard Terms of Pooling and Servicing Agreements), Indentures and related Servicing Agreements (collectively, the “**Governing Agreements**”) governing the Trusts. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Governing Agreements.

THIS NOTICE CONCERNS PROPOSED SETTLEMENTS IN A PLAN SUPPORT AGREEMENT, INCLUDING:¹

1) A SETTLEMENT OF ALL THE TRUSTS' CLAIMS AGAINST THE DEBTORS IN THE CHAPTER 11 CASES, AND AFI, INCLUDING, WITHOUT LIMITATION, AND WHERE APPLICABLE, CLAIMS RELATING TO THE ORIGINATION AND SALE BY A DEBTOR OF MORTGAGE LOANS TO THE TRUSTS, AND CLAIMS ARISING OUT OF A DEBTOR'S SERVICING OF THE MORTGAGE LOANS; AND

2) A SETTLEMENT OF, AMONG OTHER THINGS, THE CLAIMS OF CERTAIN OF THE TRUSTS AGAINST FINANCIAL GUARANTY INSURANCE CORPORATION ("FGIC") UNDER THE INSURANCE POLICIES ISSUED BY FGIC IN RESPECT OF THE TRUSTS. A LIST OF THOSE TRUSTS AFFECTED BY THE FGIC SETTLEMENT IS AVAILABLE AT <http://www.rescaprmbssettlement.com> AS SCHEDULE B.

IF CERTIFICATEHOLDERS DO NOT OBJECT TO THESE SETTLEMENTS BEFORE THE DEADLINE OF JUNE 19, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) TO OBJECT TO THE PLAN SUPPORT AGREEMENT MOTION, SUCH CERTIFICATEHOLDERS MAY BE PRECLUDED FROM OBJECTING TO THE PLAN AND THE BANKRUPTCY COURT MAY FIND THAT SUCH CERTIFICATEHOLDERS DO NOT HAVE STANDING TO OBJECT.

EACH OF THE PROPOSED SETTLEMENTS, IF APPROVED BY THE BANKRUPTCY COURT, AND ADDITIONALLY IN THE CASE OF THE FGIC SETTLEMENT AGREEMENT, BY THE NEW YORK STATE SUPREME COURT, WOULD BIND EACH APPLICABLE TRUST AND THE RELATED CERTIFICATEHOLDERS. THE PROPOSED SETTLEMENTS MATERIALLY AFFECT THE INTERESTS OF THE CERTIFICATEHOLDERS. THE RMBS TRUSTEES THEREFORE RESPECTFULLY REQUEST THAT ALL CERTIFICATEHOLDERS AND OTHER NOTICE RECIPIENTS READ THIS NOTICE AND RELATED MATERIALS CAREFULLY IN CONSULTATION WITH THEIR LEGAL AND FINANCIAL ADVISORS.

I. Background -- Residential Capital Bankruptcy Filing

On May 14, 2012, Residential Capital, LLC, and certain of its direct and indirect subsidiaries (collectively, "**ResCap**" or the "**Debtors**") filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (*In re Residential Capital, LLC*, Case No. 12-12020 (MG) and related cases) (collectively, the "**Chapter 11 Cases**"). To obtain information regarding the Chapter 11 Cases, please see Section VI, below.

II. The Plan Support Agreement and Term Sheets

On May 13, 2013, the Debtors, Ally Financial Inc. ("**AFI**"), the Official Committee of Unsecured Creditors (the "**Committee**"), and the Consenting Claimants (as defined in the Plan Support Agreement, which defined term includes the RMBS Trustees; collectively with the Debtors, AFI, and the Committee, the "**Plan Support Agreement Parties**") entered into the Plan Support Agreement

¹ Terms not otherwise defined in these initial summary paragraphs are defined below.

(the “**Plan Support Agreement**”) pursuant to which the Plan Support Agreement Parties agreed to the terms of a consensual Chapter 11 plan of reorganization (the “**Plan**”) and resolution of all claims and disputes between them as set forth in the Plan Term Sheet (the “**Plan Term Sheet**”) and the Supplemental Term Sheet² (the “**Supplemental Term Sheet**,” together with the Plan Term Sheet, the “**Term Sheets**”) attached respectively as Exhibits A and B to the Plan Support Agreement. Copies of the Plan Support Agreement and the Term Sheets are available at <http://www.rescaprmbssettlement.com> or from The Garden City Group (“**GCG**”) by contacting GCG in the manner described in Section VI, below.

The Plan Support Agreement and the Term Sheets provide for a payment by AFI to the Debtors’ estates and its creditors totaling \$2.1 billion and for an agreed upon division of that amount, as well as ResCap’s other available assets, among all ResCap creditors. More specifically with respect to the Trusts, the Plan Support Agreement and Term Sheets settle (a) the claims of those Trusts (the “**Original Settlement Trusts**”) that were originally included in the RMBS Trust Settlement Agreements, dated May 13, 2012, as amended, against the Debtors arising, among other things, from the origination and sale by the Debtors of mortgage loans (the “**Buyback Claims**”), (b) the Buyback Claims, if any, held by those Trusts that are not Original Settlement Trusts (the “**Additional Settlement Trusts**”), and (c) claims held by certain of the Trusts against the Debtors relating to alleged defaults under any servicing agreements or other executory contracts that were assumed by the Debtors and assigned to Ocwen Loan Servicing LLC or other successor servicers, if any, pursuant to the Bankruptcy Court’s orders approving the sale of the Debtors’ mortgage servicing rights or similar orders regarding the assignment or other disposition of such agreements (the “**Cure Claims**,” and together with the Buyback Claims, the “**Claims**”). All the Claims that the Trusts have against AFI and ResCap will be released under the Plan in exchange for the consideration to be received pursuant to the Plan.

If the Plan Support Agreement is approved by the Bankruptcy Court, the RMBS Trustees will vote in favor of the Plan on behalf of each Trust, and the Certificateholders will be precluded from providing contrary direction to the RMBS Trustees with respect to the Plan.

Under the Plan, if confirmed, all entities, including the Trusts, will be permanently enjoined after the effective date of the Plan, from commencing any actions against any of the Plan Support Agreement Parties with respect to the Claims. Pursuant to the Plan Support Agreement, it is contemplated that the Bankruptcy Court’s order approving the Plan Support Agreement will contain findings that (a) the Plan Support Agreement, the Term Sheets, the RMBS Settlement (as defined in the Plan Support Agreement), and the FGIC Settlement Agreement contemplated thereunder are in the best interests of the investors in each of the RMBS Trusts, each such RMBS Trust and the RMBS Trustees, (b) the RMBS Trustees have acted reasonably, in good faith and in the best interests of the investors in each RMBS Trust and each such RMBS Trust in agreeing to the Plan Support Agreement, the Term Sheets, the RMBS Settlement, and the FGIC Settlement Agreement contemplated thereunder, and (c) the RMBS Trustees’ notice of the Plan Support Agreement, the RMBS Settlement, the Term Sheets, and the FGIC Settlement Agreement was sufficient and effective. It is further contemplated that the order confirming the Plan will contain exculpatory provisions barring any entity from making any claim against the

² The Supplemental Term Sheet was agreed to by the Plan Support Agreement Parties on May 23, 2013, as contemplated by the Plan Term Sheet.

Plan Support Agreement Parties, including the RMBS Trustees, arising from their agreement to enter into the Plan Support Agreement, their consent to the terms in the Terms Sheets, or their agreement to support the Plan.

The Supplemental Term Sheet sets forth the approximate percentage of ResCap assets and the amounts contributed by AFI that will be distributed under the Plan for the benefit of all the Trusts that have Claims.³ The allocation of such settlement amounts among the Trusts (the “**Allocation**”) shall be determined by the RMBS Trustees pursuant to the advice of Duff & Phelps, LLC (“**Duff & Phelps**”), the primary financial advisor retained by the RMBS Trustees, and upon which advice the RMBS Trustees shall exclusively rely upon for the determination of the Allocation. For all Trusts other than the Original Settlement Trusts, the Buyback Claims will be subject to further review, including objections as to the existence or amount of such claims asserted by the Institutional Investors (as defined in the Plan Support Agreement).

Information concerning the methodology to be used by Duff & Phelps to perform the Allocation can be found in Annex III and Schedule A to Annex III to the Supplemental Term Sheet, as amended from time to time. Pursuant to the Allocation, the percent recovery on the Claims of any Trust will likely vary materially from, and in all cases be lower than, the recovery of other claims allowed against the relevant Debtors’ estates. This variation will be caused by a number of factors including, but not limited to: (i) the inclusion in the Allocation of the claims of the Additional Settlement Trusts and the inclusion of Cure Claims, none of which were fully factored into the Debtors’ claims models, but which are, as a result of the settlement under the Plan Support Agreement, required to be paid out of the fixed aggregate allowed claims and recoveries to be received by the Trusts, and (ii) the determinations made, and to be made, by Duff & Phelps as required by the RMBS Trust Allocation Protocol attached to the Supplemental Term Sheet as Annex III, including Schedule A thereto.

Please note that, based on each Trust’s Governing Agreements and the facts and circumstances surrounding each Trust, each Trust has its own unique claim against one or more of the Debtors. As a result, not all Trusts will be allocated amounts in respect of Cure Claims and not all Additional Settlement Trusts will be allocated amounts in respect of Buyback Claims. Further, the amounts available for distribution from the estate of each Debtor will differ. Thus, the amounts recovered by each Trust may vary considerably, and some Trusts may not be entitled to any recovery, including certain Trusts that are subject to insurance policies issued by certain monoline insurance companies.

On May 23, 2013, the Debtors filed with the Bankruptcy Court a motion to approve the Plan Support Agreement (the “**Plan Support Agreement Motion**”) and to authorize the RMBS Trustees and ResCap to enter into the Plan Support Agreement. Pursuant to the Term Sheets, the Bankruptcy Court is to enter an order approving the Plan Support Agreement by no later than July 3, 2013. **The hearing on the Plan Support Agreement Motion is scheduled for June 26, 2013 at 10:00 a.m. (prevailing Eastern Time), and objections, if any, must be filed and served by June 19, 2013 at 4:00 p.m. (prevailing Eastern Time).** The Plan Support Agreement Motion and any notices and pleadings regarding same are available or will be available shortly after they are filed at <http://www.rescaprmbssettlement.com>, or by contacting

³ Trusts for which an RMBS Trustee acts as master servicer and for which no other RMBS Trustee acts as trustee are identified on Schedule A by an asterisk. Pursuant to the Plan Support Agreement, any allowed Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

GCG in the manner described in Section VI, below. The RMBS Trustees intend to provide evidence to support certain findings in the proposed order approving the Plan Support Agreement Motion. To the extent filed, the RMBS Trustees' additional evidence will be available at <http://www.rescaprmbssettlement.com> and from GCG not less than fourteen (14) days before the hearing on the Plan Support Agreement Motion.

Pursuant to the Plan Support Agreement, if Certificateholders do not desire the Trusts in which they hold Certificates to be bound by the Plan Support Agreement and the Term Sheets, they have the option, if they meet the requirements set forth in the applicable Governing Agreements, to issue a direction, which shall include an indemnity satisfactory to the applicable RMBS Trustee, directing the RMBS Trustee to withdraw its execution of the Plan Support Agreement in respect of the applicable Trust. Any direction and indemnity must be in a form satisfactory to the applicable RMBS Trustee and must be received by such RMBS Trustee on or before June 19, 2013. Any Certificateholder that intends to issue such a direction is strongly urged to contact the relevant RMBS Trustee as soon as possible. If the Plan Support Agreement is approved by the Bankruptcy Court, the RMBS Trustees will vote in favor of the Plan on behalf of each Trust, and the Certificateholders will be precluded from providing contrary direction to the RMBS Trustees with respect to the Plan.

Upon acceptance by the RMBS Trustee of any Trust of a valid and satisfactory direction to withdraw its execution of the Plan Support Agreement, that RMBS Trustee shall withdraw its execution of the Plan Support Agreement on behalf of such Trust and such Trust will no longer be subject to the Plan Support Agreement. **The relevant RMBS Trustee may determine not to accept such an instruction for a number of reasons, including, but not limited to, its determination that (a) Certificateholders having greater voting rights in such Trust have indicated, in a manner satisfactory to such RMBS Trustee, their support for the Plan Support Agreement, (b) the indemnification tendered is insufficient in any respect, or (c) the direction tendered is not in the best interests of the Trust. Any claims of a withdrawing Trust against the Debtors must be pursued individually against the appropriate Debtors.**

Even if the Certificateholders provide a valid direction to the RMBS Trustees to withdraw their execution of the Plan Support Agreement in respect of the applicable Trust, the Plan Proponents (as defined in the Plan Support Agreement) may still seek confirmation of the Plan that provides the same treatment of that Trust's Claims as set forth in the Plan Support Agreement. Certificateholders who provide a valid direction to the RMBS Trustees to withdraw their execution of the Plan Support Agreement will maintain their ability to object to the treatment of the applicable Trust's Claims under the Plan, although the Bankruptcy Court may find that such Certificateholders lack standing to object.

Certificateholders may also individually object to the Plan Support Agreement by filing and serving an objection to the Plan Support Agreement Motion by June 19, 2013 at 4:00 p.m. (prevailing Eastern Time) pursuant to the terms of the Plan Support Agreement Motion and any accompanying notices filed regarding the Plan Support Agreement Motion.

If a Certificateholder (a) does not file a timely objection to the Plan Support Agreement, (b) files a timely objection that is overruled by the Bankruptcy Court, or (c) does not timely issue a valid direction and indemnity to its respective RMBS Trustee to withdraw its execution of the Plan Support Agreement with respect to any Trust, and the Plan Support Agreement is approved by the Bankruptcy Court, the Certificateholder will be bound by the the Plan Support Agreement and the Plan once it is confirmed and becomes effective, including with respect to its recovery, if any, in respect of its Certificates pursuant to the Allocation and with respect to the releases as set forth in the Term Sheets.

CERTIFICATEHOLDERS ARE URGED TO REVIEW THE PLAN SUPPORT AGREEMENT AND TERM SHEETS CAREFULLY AND TO CONSULT WITH THEIR ADVISORS.

III. The FGIC Settlement Agreement

The Plan Support Agreement incorporates a settlement agreement (the “**FGIC Settlement Agreement**”) dated May 23, 2013, pursuant to which ResCap, FGIC, The Bank of New York Mellon and the Bank of New York Mellon Trust Company, N.A., US Bank National Association, Wells Fargo Bank, N.A., and Law Debenture Trust Company of New York (collectively, the “**FGIC Trustees**”) as trustees or separate trustees under certain Trusts (the “**FGIC Trusts**”) as set forth in the FGIC Settlement Agreement (as defined below) (collectively, the “**FGIC Settlement Parties**”) settled their claims against each other, including the claims of the FGIC Trusts against FGIC for claims under the insurance policies issued by FGIC (the “**Policies**”) in respect of the FGIC Trusts.⁴ Pursuant to the terms of the FGIC Settlement Agreement, among other things, (a) each FGIC Settlement Party shall release the other FGIC Settlement Parties in respect of the Policies and other Policy Agreements (as defined in the FGIC Settlement Agreement), (b) FGIC will pay to the FGIC Trusts certain amounts in settlement of the FGIC Trusts’ claims against FGIC as set forth in the FGIC Settlement Agreement, (c) the FGIC Trustees shall release the Debtors in respect of Origination-Related Provisions (as defined in the FGIC Settlement Agreement), (d) the Policies and other Policy Agreements will be commuted, (e) FGIC will not be liable for any further payments under the Policies and other Policy Agreements, and (f) the FGIC Trusts will no longer make premium, reimbursement, or other payments to FGIC. Copies of the FGIC Settlement will be made available on or after May 29, 2013 at <http://www.rescaprmbssettlement.com> or from GCG by contacting GCG in the manner described in Section VI, below.

By May 29, 2013, an affirmation (the “**Affirmation**”) in support of a motion seeking approval of the FGIC Settlement Agreement will be filed in the New York State Supreme Court with jurisdiction over FGIC’s rehabilitation proceeding (the “**State Court**”), and by June 4, 2013, a motion to approve the FGIC Settlement Agreement (the “**FGIC Motion**”) will be filed in the Bankruptcy Court. The FGIC Settlement Agreement shall not become effective unless and until it is approved by the Bankruptcy Court and the State Court. In the Bankruptcy Court, the notice filed regarding the FGIC Motion will include the hearing date on the FGIC Motion and the

⁴ The Supplemental Term Sheet sets forth the terms of any settlements with the other monoline insurance companies that are among the Plan Support Agreement Parties. To the extent monoline insurance companies are not parties to the Plan Support Agreement, the Trusts reserve any and all claims against them.

procedures for objecting to same. The FGIC Settlement Agreement, the FGIC Motion, the Affirmation, and any notices will be available once they have been filed at <http://www.rescaprmbssettlement.com> or from GCG by contacting GCG in the manner described in Section VI, below.

Any Certificateholder of a FGIC Trust may object to the approval of the FGIC Settlement Agreement in the Bankruptcy Court pursuant to the terms of the FGIC Motion. Any Certificateholder of a FGIC Trust also might have an opportunity in the State Court to object to the Affirmation and approval of the FGIC Settlement Agreement.

If a Certificateholder of a FGIC Trust does not file a timely objection to the FGIC Settlement Agreement Motion or if such Certificateholder's timely objection is overruled, so long as the FGIC Settlement Agreement and the Plan Support Agreement are approved by the Bankruptcy Court and the State Court, and the Bankruptcy Court confirms the Plan, such Certificateholder will be bound by the terms of the FGIC Settlement Agreement.

CERTIFICATEHOLDERS OF A FGIC TRUST ARE URGED TO CAREFULLY REVIEW THE FGIC SETTLEMENT AGREEMENT ONCE IT IS AVAILABLE AND TO CONSULT WITH THEIR ADVISORS.

IV. Other RMBS Trusts that Have an Insurance Policy with a Monoline Insurance Company.

Pursuant to the Plan Support Agreement and the Term Sheets, any RMBS Trust that has an insurance policy with a Monoline (as defined in the Plan Support Agreement) reserves the ability to enforce its rights, in the Bankruptcy Court or otherwise, against any Monoline (other than FGIC) that does not, in the future, perform in accordance with an insurance policy for the benefit of that Trust.

V. This Notice Is a Summary.

This Notice is not intended as, nor does not provide, a detailed restatement of the Plan Support Agreement, the Term Sheets, the RMBS Settlement or the FGIC Settlement Agreement, relevant law or relevant legal procedures. The RMBS Trustees, do not intend to send any further notices with respect to the matters addressed herein, and Certificateholders and other potentially interested persons are urged to review carefully the Plan Support Agreement, the Term Sheets, the FGIC Settlement Agreement, any related notices, and other related pleadings that have been filed, and that subsequently may be filed, in the Chapter 11 Cases, and to consult with their own legal and financial advisors.

VI. Other Sources of Information.

The Committee appointed in the Chapter 11 Cases has established an official website (the "**Committee Website**"), on which basic information concerning the Chapter 11 Cases has been posted, including, but not limited to, relevant contact information, upcoming dates and deadlines, statements and schedules filed by ResCap and a list of answers to frequently asked questions. The Committee Website can be reached at <http://dm.epiq11.com/RES/Project>.

Information relevant to the Plan Support Agreement Motion, the Plan, the Affirmation, the FGIC Settlement Agreement, and any notices thereof will be available at <http://www.rescaprmbssettlement.com>, which will be updated regularly with related material documents filed or orders entered by the Bankruptcy Court or the State Court. If a Certificateholder has any questions or would like to request copies of any of the relevant documents, Certificateholders may call GCG at (866) 241-7538 in the United States, +1 (202) 470-4565 outside the United States, or send an email to questions@rescaprmbssettlement.com.

Certificateholders may also obtain any documents filed with the Bankruptcy Court in the Chapter 11 Cases by visiting ResCap's claims agent website at <http://www.kccllc.net/rescap>, or by logging on to PACER at <https://www.uscourts.gov> (a small fee is charged for this service). Documents filed in the Chapter 11 Cases may also be viewed during normal business hours at the Clerk's Office of the Bankruptcy Court, located at One Bowling Green, New York, New York 10004.

Inquiries with respect to any particular Trust for which The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., Deutsche Bank National Trust Company, Deutsche Bank Trust Company Americas, or US Bank National Association, Wells Fargo Bank, N.A., serves as RMBS Trustee may be directed to the RMBS Trustee for such Trust using the "RMBS Trustee Contact Information" for such RMBS Trustee at <http://www.rescaprmbssettlement.com>. With respect to those Trusts for which HSBC Bank USA, N.A. serves as RMBS Trustee, inquiries may be directed to US.CTLA.Structured.Unit@us.hsbc.com. With respect to those Trusts for which Law Debenture Trust Company of New York serves as RMBS Trustee, inquiries may be directed to nytrustco@lawdeb.com. **With respect to all other trusts, Certificateholders of those trusts should refer to their respective Governing Agreements for contact information.**

VII. Other Matters.

Certificateholders and other persons interested in the Trusts should not rely on the RMBS Trustees, or on counsel or other advisors retained by the RMBS Trustees, as their sole source of information.

Please note that the foregoing is not intended and should not be construed as investment, accounting, financial, legal or tax advice by or on behalf of the RMBS Trustees, or their directors, officers, affiliates, agents, attorneys or employees. Each person or entity receiving this Notice should seek the advice of its own advisers in respect of the matters set forth herein.

Please be further advised that each of the RMBS Trustees reserves all of the rights, powers, claims and remedies available to it under the Governing Agreements and applicable law. No delay or forbearance by an RMBS Trustee to exercise any right or remedy accruing upon the occurrence of a default, or otherwise under the terms of the Governing Agreements, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or acquiescence therein.

Each of the RMBS Trustees expressly reserves its rights under each applicable Governing Agreement, including without limitation, its right to recover in full its fees and costs (including, without limitation, fees and costs incurred or to be incurred by such RMBS Trustee in performing its duties, indemnities owing or to become owing to such RMBS Trustee, compensation for such RMBS Trustee's time spent and reimbursement for fees and costs of counsel and other agents it employs in performing its duties or to pursue remedies) and its right, prior to exercising any rights or powers in connection with any applicable Governing Agreement at the request or direction of any Certificateholder, to receive security or indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in compliance therewith, and all rights that may be available to it under applicable law or otherwise.

Please be advised that with respect to any particular inquiry from individual Certificateholders, an RMBS Trustee may conclude that a specific response to such inquiry is not consistent with requirements under applicable law and regulation of equal and full dissemination of information to all Certificateholders.

THE BANK OF NEW YORK MELLON, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., DEUTSCHE BANK NATIONAL TRUST COMPANY, DEUTSCHE BANK TRUST COMPANY AMERICAS, U.S. BANK NATIONAL ASSOCIATION, WELLS FARGO BANK, N.A., HSBC BANK USA, N.A., AND LAW DEBENTURE TRUST COMPANY OF NEW YORK, severally, as trustees, master servicers, and/or indenture trustees or separate trustees of the Trusts

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

**GMACM Mortgage Loan Trust 2004-
AR1**

36185NX21
36185NX39
36185NX47
36185NX54
36185NX62
36185NX70
36185NX88
36185NX96
36185NY20
36185NY38
36185NY46
36185NY53
36185NY61
36185NY79
36185NY87
36185NY95
36185NZ29
36185NZ37
36185NZ45
36185NZ52
36185NZ60

36185N3W8
36185N3X6
36185N3Y4
36185N3Z1
36185N4A5
36185N4B3
36185N4C1
36185N4D9

**GMACM Mortgage Loan Trust 2004-
GH1**

36185HDW0
36185HDX8
36185HDY6
36185HDZ3
36185HEA7
36185HEB5
36185HEC3
36185HED1
36185HEE9
N/C107490
N/C107495
N/C107496

GMACM Home Loan Trust 2004-HLTV1

36185HDT7
36185HDU4
36185HDV2

**GMACM Mortgage Loan Trust 2004-
AR2**

36185N3R9
36185N3S7
36185N3T5
36185N3U2
36185N3V0

GMACM Mortgage Loan Trust 2004-J1

36185NT26
36185NT34
36185NT42

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

36185NT59	36185N2D1
36185NT83	36185N2E9
36185NT91	36185N2F6
36185NU24	36185N2G4
36185NU32	36185N2H2
36185NU57	36185N2J8
36185NU65	36185N2K5
36185NU73	36185N2L3
36185NU81	36185N2M1
36185NU99	36185N2N9
36185NV23	36185N2P4
36185NV31	36185N2Q2
36185NV49	36185N2R0
36185NV56	36185N2S8
36185NV64	36185N2T6
36185NV72	36185N2U3
36185NV80	36185NZ78
36185NV98	GMACM Mortgage Loan Trust 2004-J3
36185NW22	36185N2V1
36185NW30	36185N2W9
36185NW48	36185N2Y5
36185NW55	36185N2Z2
36185NW63	36185N3A6
36185NW71	36185N3B4
36185NW89	36185N3C2
36185NW97	36185N3D0
GMACM Mortgage Loan Trust 2004-J2	36185N3E8
36185N2A7	36185N3F5
36185N2B5	36185N3G3
36185N2C3	36185N3H1

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

36185N3J7	36185N5D8
36185N3K4	36185N5E6
36185N3L2	36185N5F3
36185N3M0	36185N5G1
36185N3N8	36185N5H9
36185N3P3	36185N5J5
36185N3Q1	36185N5K2
GMACM Mortgage Loan Trust 2004-J4	36185N5L0
36185N4E7	36185N5M8
36185N4F4	36185N5N6
36185N4H0	36185N5P1
36185N4J6	36185N5Q9
36185N4K3	36185N5R7
36185N4L1	GMACM Mortgage Loan Trust 2004-J6
36185N4N7	36185N5S5
36185N4P2	36185N5T3
36185N4Q0	36185N5U0
36185N4R8	36185N5V8
36185N4S6	36185N5W6
36185N4T4	36185N5X4
36185N4U1	36185N5Y2
36185N4V9	36185N5Z9
36185N4W7	36185N6A3
36185N4X5	36185N6B1
GMACM Mortgage Loan Trust 2004-J5	36185N6C9
36185N4Y3	36185N6D7
36185N4Z0	36185N6E5
36185N5A4	36185N6F2
36185N5B2	36185N6G0
36185N5C0	36185N6H8

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

36185N6K1	GMACM Mortgage Loan Trust 2006-AR2
36185N6L9	36185MET5
GMACM Mortgage Loan Trust 2005-AR1	36185MEU2
76112BKK5	36185MEV0
76112BKL3	36185MEW8
76112BKM1	36185MEX6
76112BKN9	36185MEZ1
76112BKP4	36185MFA5
76112BKQ2	36185MFB3
76112BKR0	36185MFC1
76112BKS8	36185MFD9
76112BKT6	36185MFE7
76112BKU3	36185MFF4
76112BKV1	36185MFG2
76112BKW9	36185MFH0
76112BKX7	36185MFJ6
76112BKY5	36185MFK3
GMACM Mortgage Loan Trust 2005-AR2	36185MFL1
36185N2R6	GMACM Home Loan Trust 2006-HLTV1
36185N6M7	36185HEF6
36185N6N5	36185HEG4
36185N6P0	36185HEH2
36185N6Q8	36185HEJ8
36185N6S4	36185HEK5
36185N6T2	N/C133485
36185N6U9	GMACM Home Equity Loan Trust 2006-HE1
36185N6V7	361856ER4
36185N6W5	N/C133479
36185N6X3	GMACM Home Equity Loan Trust 2006-

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

HE2	36186MAA9
38011AAB0	36186MAB7
38011AAC8	36186MAC5
38011AAD6	36186MAD3
GMACM Home Equity Loan Trust 2006- HE3	36186MAE1
38012TAA0	36186MAF8
38012TAB8	N/C165704
38012TAC6	N/C165705
38012TAD4	N/C165706
38012TAE2	RAMP Series 2004-KR1
N/A142614	7609852E0
GMACM Home Equity Loan Trust 2006- HE5	7609852F7
38012EAA3	760985X89
38012EAB1	760985X97
38012EAC9	760985Y88
GMACM Home Equity Loan Trust 2007- HE2	760985Y96
36186LAA1	N/A94270
36186LAB9	N/A94271
36186LAC7	N/A95493
36186LAD5	RAMP Series 2004-KR2
36186LAE3	76112BCV0
36186LAF0	76112BCW8
36186LAG8	76112BCX6
N/C160336	76112BDB3
N/C160337	76112BDC1
GMACM Home Equity Loan Trust 2007- HE3	76112BDD9
	76112BDJ6
	76112BDK3
	N/C104555
	N/C104556

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

N/C104557	76112BEJ5
RAMP Series 2004-RS1	N/C106148
760985M73	N/C106149
760985M81	N/C106150
760985M99	N/C106151
760985N49	RAMP Series 2004-RS11
760985N56	76112BFH8
760985N64	76112BFJ4
760985N72	76112BFK1
760985N80	76112BFL9
760985N98	76112BFM7
760985P21	76112BFN5
760985P62	N/C107783
760985P70	N/C107784
N/A82146	RAMP Series 2004-RS12
N/A82147	76112BFS4
N/A82148	76112BFT2
N/A82149	76112BFU9
RAMP Series 2004-RS10	76112BFV7
76112BDS6	76112BFW5
76112BDT4	76112BFX3
76112BDU1	76112BFY1
76112BDV9	76112BGD6
76112BDW7	76112BGE4
76112BEC0	76112BGF1
76112BED8	76112BGG9
76112BEE6	76112BGH7
76112BEF3	76112BGJ3
76112BEG1	N/C108738
76112BEH9	N/C108739

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

N/C108740	RAMP Series 2004-RS4
N/C108741	7609852X8
N/C108742	7609852Y6
N/C108743	7609853E9
RAMP Series 2004-RS2	7609853F6
760985Q38	7609853G4
760985Q46	7609853H2
760985Q53	7609853J8
760985Q61	7609853K5
760985Q79	7609853L3
760985Q87	7609853N9
760985R37	7609853P4
760985R45	N/A95998
760985R52	N/A95999
760985R94	N/A96000
760985S28	N/A96001
N/A92036	RAMP Series 2004-RS5
N/A92037	7609853W9
N/A92038	7609853Z2
N/A92039	7609854A6
RAMP Series 2004-RS3	7609854B4
7609852C4	7609854D0
760985V32	7609854F5
760985V40	7609854G3
760985V65	7609854H1
760985V73	7609854J7
760985V81	7609854K4
760985V99	7609854L2
N/A94284	7609854M0
N/A94285	7609854N8

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

N/A97460	7609857F2
N/A97461	7609857G0
N/A97462	7609857J4
N/A97463	7609857K1
	7609857L9
RAMP Series 2004-RS6	7609857M7
7609854X6	N/C100700
7609855A5	N/C100701
7609855B3	N/C100702
7609855C1	N/C100703
7609855D9	RAMP Series 2004-RS8
7609855E7	76112BAD2
7609855F4	76112BAE0
7609855G2	76112BAF7
7609855H0	76112BAG5
7609855L1	76112BAH3
7609855M9	76112BAJ9
7609855N7	76112BAM2
7609855P2	76112BAN0
7609855Q0	76112BAP5
7609856P1	76112BAQ3
7609856Q9	76112BAT7
N/C98807	76112BAU4
N/C98808	N/C103114
N/C98809	N/C103115
N/C98810	N/C103116
RAMP Series 2004-RS7	N/C103117
7609857C9	RAMP Series 2004-RS9
7609857D7	76112BCF5
7609857E5	76112BCG3

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

76112BCH1	7609856S5
76112BCM0	7609856T3
76112BCN8	N/C98823
76112BCP3	N/C98824
76112BCQ1	N/C98825
76112BCR9	N/C98918
76112BDE7	N/C98919
N/C104627	RAMP Series 2004-RZ3
N/C104628	76112BAY6
N/C104629	76112BAZ3
N/C104630	76112BBA7
RAMP Series 2004-RZ1	76112BBB5
7609852B6	76112BBC3
760985T84	76112BBD1
760985T92	76112BBE9
760985U25	76112BBJ8
760985U33	76112BBK5
760985U41	76112BBL3
760985U58	76112BBM1
760985U66	76112BBN9
760985U74	76112BDG2
N/A94504	76112BDH0
N/A94505	N/C104592
N/A94506	N/C104593
RAMP Series 2004-RZ2	N/C104594
7609854S7	N/C104595
7609854T5	N/C104596
7609854U2	RAMP Series 2004-RZ4
7609854V0	76112BHF0
7609854W8	76112BHG8

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

76112BHH6	N/C110292
76112BHJ2	N/C110293
76112BHK9	RAMP Series 2005-RS2
76112BHL7	76112BJW1
76112BHM5	76112BKB5
76112BHN3	76112BKC3
76112BHP8	76112BKD1
76112BHQ6	76112BKE9
N/A109040	76112BKF6
N/A109040	76112BKG4
N/C109041	76112BKZ2
N/C109041	N/C111831
RAMP Series 2005-RS1	N/C111832
76112BHV5	RAMP Series 2005-RS3
76112BHW3	76112BLD0
76112BHX1	76112BLE8
76112BHY9	76112BLF5
76112BHZ6	76112BLG3
76112BJA9	76112BLH1
76112BJB7	76112BLJ7
76112BJC5	76112BLK4
76112BJG6	76112BLL2
76112BJH4	76112BLM0
76112BJJ0	76112BLN8
76112BJK7	76112BLP3
76112BJL5	76112BLQ1
76112BJM3	76112BLR9
76112BJN1	76112BND8
N/C110290	N/A114662
N/C110291	N/C113171

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

N/C113172	N/C117186
N/C113646	N/C117187
N/C113647	N/C117188
N/C113648	N/C117189
RAMP Series 2005-RS4	N/C117190
76112BPA2	RAMP Series 2005-RS6
76112BPB0	76112BTP5
76112BPC8	76112BTQ3
76112BPD6	76112BTR1
76112BPE4	76112BTS9
76112BPF1	76112BTT7
76112BPG9	76112BTU4
76112BPH7	76112BTV2
76112BPJ3	76112BTW0
N/C115787	76112BTX8
N/C115788	76112BTY6
N/C115789	76112BTZ3
N/C115790	76112BVL1
N/C115791	N/C119140
RAMP Series 2005-RS5	N/C119141
76112BPU8	N/C119142
76112BPV6	N/C119143
76112BPW4	N/C119144
76112BPX2	RAMP Series 2005-RS7
76112BPY0	76112BWV8
76112BPZ7	76112BWW6
76112BQA1	76112BWX4
76112BQB9	76112BWY2
76112BQC7	76112BWZ9
76112BQK9	76112BXA3

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

76112BXB1	76112BMA5
76112BXC9	76112BMB3
76112BXD7	76112BMC1
76112BXG0	76112BMD9
N/A120701	76112BME7
N/C120702	76112BMF4
RAMP Series 2005-RS8	76112BMG2
76112BZF0	76112BMH0
76112BZG8	76112BMJ6
76112BZJ2	76112BMK3
76112BZK9	76112BNE6
76112BZL7	N/C113078
76112BZM5	N/C113080
76112BZN3	RAMP Series 2005-RZ2
76112BZP8	76112BWD8
76112BZU7	76112BWE6
76112BZV5	76112BWF3
N/C125141	76112BWG1
N/C125142	76112BWH9
RAMP Series 2005-RS9	76112BWJ5
76112BL73	76112BWK2
76112BL81	76112BWL0
76112BL99	76112BWM8
76112BM23	76112BXJ4
N/A128298	76112B XK1
N/A128299	76112BXL9
RAMP Series 2005-RZ1	RAMP Series 2005-RZ3
76112BLX6	76112BA26
76112BLY4	76112BA34
76112BLZ1	76112BA42

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Schedule A

**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

76112BA59	76112BY46
76112BA67	N/A130656
76112BA75	N/A130657
76112BA83	N/A130658
76112BA91	RAMP Series 2006-RS2
76112BB41	76112B2C3
76112BB58	76112B2D1
76112BB66	76112B2E9
76112BB74	76112B2F6
76112BZY9	76112B2G4
76112BZZ6	76112B2H2
RAMP Series 2005-RZ4	76112B2S8
76112BM72	76112B3A6
76112BM80	N/A132344
76112BM98	N/A132345
76112BN22	RAMP Series 2006-RS3
76112BN30	75156VAB1
76112BN48	75156VAC9
76112BN55	75156VAD7
76112BN63	75156VAP0
76112BP20	N/A135924
76112BP38	N/A135925
76112BP46	RAMP Series 2006-RS4
76112BP53	75156WAC7
RAMP Series 2006-RS1	75156WAD5
76112BT75	75156WAE3
76112BT83	75156WAF0
76112BT91	75156WAG8
76112BU24	75156WAH6
76112BU32	75156WAP8

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

N/A138738	75156UAN7
N/A138739	75156UAP2
RAMP Series 2006-RS5	N/A135558
75156YAA7	N/A135559
75156YAC3	RAMP Series 2006-RZ3
75156YAD1	75156MAB1
75156YAE9	75156MAC9
75156YAF6	75156MAD7
75156YAG4	75156MAE5
75156YAP4	75156MAF2
N/A142028	75156MAG0
N/A142029	75156MAN5
RAMP Series 2006-RZ1	N/A140791
76112BY87	N/A140792
76112BY95	RAMP Series 2006-RZ4
76112BZ29	75156XAB7
76112BZ37	75156XAC5
76112BZ45	75156XAD3
76112BZ52	75156XAE1
76112BZ60	75156XAF8
76112BZ78	75156XAG6
76112BZ86	75156XAH4
N/A132261	75156XAQ4
N/A132262	75156XAR2
RAMP Series 2006-RZ2	N/A143334
75156UAB3	RASC Series 2004-KS1
75156UAC1	74924PAD4
75156UAD9	74924PAE2
75156UAE7	74924PAF9
75156UAF4	74924PAG7

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74924PAH5	76110WH82
74924PAJ1	76110WH90
74924PAM4	76110WJ23
74924PAN2	76110WJ31
74924PAP7	76110WJ49
74924PAR3	76110WJ56
74924PAS1	76110WK21
N/A82223	N/C107721
N/A82224	N/C107722
N/A82225	N/C107723
RASC Series 2004-KS10	RASC Series 2004-KS2
76110WF68	76110WWE2
76110WF84	76110WWF9
76110WF92	76110WWG7
76110WG26	76110WWH5
76110WG34	76110WWJ1
76110WG42	76110WWK8
76110WG59	76110WWN2
76110WG67	76110WWP7
76110WG75	76110WWQ5
76110WG83	76110WWS1
76110WH25	76110WWT9
N/A106119	N/A91859
N/A106119	N/A91860
N/A106120	N/A91861
N/A106120	RASC Series 2004-KS3
N/A106121	76110WWX0
N/A106121	76110WWY8
N/C116634	76110WWZ5
RASC Series 2004-KS11	76110WXA9

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76110WXB7	76110WYH3
76110WXC5	76110WYM2
76110WXF8	76110WYN0
76110WYG6	76110WYP5
76110WXH4	76110WZG4
76110W XK7	76110WZH2
76110WXL5	N/A97715
N/A94481	N/A97716
N/A94482	N/A97717
N/A94483	RASC Series 2004-KS6
RASC Series 2004-KS4	76110WA30
76110WXM3	76110WA48
76110WXQ4	76110WZM1
76110WXR2	76110WZN9
76110WXS0	76110WZP4
76110WXT8	76110WZU3
76110WXV3	76110WZV1
76110WXW1	76110WZW9
76110WXX9	76110WZX7
76110WXY7	76110WZY5
N/A96111	76110WZZ2
N/A96112	N/A98896
N/A96113	N/A98897
RASC Series 2004-KS5	N/A98898
76110WXZ4	RASC Series 2004-KS7
76110WYC4	76110WA89
76110WYD2	76110WA97
76110WYE0	76110WB21
76110WYF7	76110WB54
76110WYG5	76110WB62

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76110WB70	N/C104590
76110WB88	RFSC Series 2004-RP1
N/A100758	760985S
N/A100759	760985S44
N/A700760	760985S51
RASC Series 2004-KS8	760985S69
76110WC46	N/A92314
76110WC53	N/A92315
76110WC61	RFSC Series 2005-RP1
76110WC79	76112BJQ4
76110WC87	76112BJR2
76110WC95	76112BJS0
76110WD52	76112BJT8
76110WD60	76112BJU5
76110WD78	76112BJV3
76110WD86	N/C111410
76110WD94	N/C111411
N/C103019	RFSC Series 2005-RP3
N/C103020	76112BP79
N/C103021	76112BP87
RASC Series 2004-KS9	76112BP95
76110WE51	76112BQ29
76110WE69	76112BQ37
76110WE77	76112BQ45
76110WF27	76112BQ52
76110WF34	76112BQ60
76110WF35	N/A128751
76110WF50	N/A128752
N/C104586	U76127CA2
N/C104588	U76127CB0

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U76127CC8	7609855T4
U76127CD6	7609855U1
U76127CE4	7609855V9
U76127CF1	7609855W7
U76127CG9	7609855X5
RFSC Series 2006-RP1	7609855Z0
76112B2S7	7609856R7
76112B2U3	N/A98705
76112B2V1	N/A98706
76112B2W9	N/A98707
76112B2X7	RAAC Series 2004-SP2
76112B2Y5	7609857N5
76112B3R9	7609857P0
76112B3T5	7609857Q8
76112B3U2	7609857R6
RFSC Series 2006-RP2	7609857S4
74919MAA4	7609857T2
74919MAB2	7609857U9
74919MAC0	7609857V7
74919MAG1	7609857W5
74919MAH9	7609857X3
74919MAJ5	7609857Z8
RFSC Series 2006-RP3	7609858A2
74919RAA3	RAAC Series 2004-SP3
74919RAE5	76112BEL0
74919RAF2	76112BEM8
N/A139405	76112BEN6
N/A139406	76112BEP1
N/A139407	76112BEQ9
RAAC Series 2004-SP1	76112BER7

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76112BES5	U76127BR6
76112BET3	U76127BS4
76112BEU0	RAAC Series 2005-SP1
76112BEV8	76112BQL7
76112BEW6	76112BQM5
76112BEX4	76112BQP8
76112BEY2	76112BQR4
76112BEZ9	76112BQS2
76112BFA3	76112BQT0
76112BFB1	76112BQU7
76112BFC9	76112BQV5
76112BFD7	76112BQW3
RAAC Series 2005-RP2	76112BQX1
76112BXN5	76112BQY9
76112BXP0	76112BQZ6
76112BXQ8	76112BRA0
76112BXR6	76112BRB8
76112BXS4	76112BRC6
76112BXT2	76112BRD4
76112BXU9	76112BRE2
N/C120895	76112BRY8
N/C120895	76112BSA9
N/C120895	76112BSB7
N/C120896	76112BSC5
N/C120897	76112BSE1
U76127BL9	76112BSF8
U76127BM7	76112BSG6
U76127BN5	76112BSJ0
U76127BP0	76112BSK7
U76127BQ8	76112BSL5

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76112BSM3	76112BG38
76112BSN1	76112BG79
76112BSQ4	76112BG87
76112BSR2	U76127BT2
76112BSS0	U76127BU9
76112BSV3	U76127BY1
76112BSW1	RAAC Series 2005-SP3
76112BSX9	76112BS43
76112BSY7	76112BS50
76112BTA8	76112BS68
76112BTB6	76112BS76
76112BTC4	76112BS84
76112BTD2	76112BT26
76112BTE0	76112BT34
76112BTF7	76112BT42
76112BTH3	76112BT59
RAAC Series 2005-SP2	RAAC Series 2006-RP4
76112BE48	74919TAA9
76112BE55	74919TAB7
76112BE63	74919TAC5
76112BE71	74919TAD3
76112BE89	74919TAE1
76112BE97	74919TAG6
76112BF21	74919TAH4
76112BF39	74919TAJ0
76112BF47	RAAC Series 2006-SP1
76112BF54	76112B3D0
76112BF62	76112B3E8
76112BF70	76112B3F5
76112BG20	76112B3G3

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76112B3H1	76111XLH4
76112B3L2	76111XLJ0
76112B3M0	76111XLK7
76112B3N8	76111XLL5
	76111XLM3

RAAC Series 2006-SP2

74919PAB5
74919PAC3
74919PAD1
74919PAE9
74919PAF6
74919PAJ8
74919PAK5
74919PAL3

RFMSI Series 2004-S1

76111XEX7
76111XEY5
76111XEZ2
76111XFD0
76111XFE8
76111XFF5
76111XFH1
76111XFJ7

RAAC Series 2006-SP3

74919QAA5
74919QAB3
74919QAC1
74919QAD9
74919QAE7
74919QAF4
74919QAL1
74949QAJ6
74949QAK3

76111XFK4
76111XFL2
76111XFM0
76111XFN8
76111XFP3
76111XFQ1
76111XFR9
76111XFS7

RFMSI Series 2004-SA1

76111XGL6
76111XLC5
76111XLD3
76111XLE1
76111XLF8

RFMSI Series 2004-S2

76111XFX6
76111XFY4
76111XFZ1
76111XGA5
76111XGB3
76111XGC1

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76111XGD9	76111XHN6
76111XGE7	76111XHP1
76111XGF4	76111XHQ9
76111XGG2	76111XHR7
76111XGH0	76111XHS5
76111XGJ6	76111XHT3
76111XGK3	76111XHU0
76111XGL1	76111XHV8
RFMSI Series 2004-S3	76111XHW6
76111XGN7	76111XHX4
76111XGP2	76111XHY2
76111XGQ0	76111XHZ9
76111XGR8	76111XJA2
76111XGS6	76111XJB0
76111XGT4	76111XJC8
76111XGU1	76111XJD6
76111XGV9	76111XJE4
76111XGW7	76111XJF1
76111XGX5	76111XJG9
RFMSI Series 2004-S4 Trust	76111XJH7
76111XGZ0	76111XJJ3
76111XHA4	76111XJK0
76111XHB2	76111XJL8
76111XHC0	RFMSI Series 2004-S5
76111XHD8	76111XJM6
76111XHE6	76111XJU8
76111XHF3	76111XJV6
76111XHH9	76111XJW4
76111XHJ5	76111XJX2
76111XHM8	76111XJY0

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76111XJZ7	76111XMB6
76111XKA0	76111XMC4
76111XKB8	76111XMG5
76111XKC6	76111XMH3
76111XKD4	76111XMJ9
76111XKE2	76111XMK6
76111XKF9	76111XML4
76111XKG7	76111XMM2
76111XKH5	76111XMN0
76111XKJ1	76111XMP5
76111XKK8	76111XMQ3
76111XKL6	76111XMR1
76111XKM4	76111XMS9
76111XKN2	76111XMT7
76111XKP7	76111XMU4
76111XKQ5	76111XMV2
76111XKT9	76111XMW0
76111XKU6	76111XMX8
76111XKV4	76111XMY6
76111XKR3	76111XMZ3
RFMSI Series 2004-S6	76111XNA7
76111XLQ4	76111XNB5
76111XLR2	76111XNC3
76111XLU5	76111XND1
76111XLV3	76111XNE9
76111XLW1	Residential Funding Mortgage Securities
76111XLX9	II, Series 2006 -HSA1
76111XLY7	76110VTE8
76111XLZ4	76110VTF5
76111XMA8	76110VTG3

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76110VTH1	76110VRX8
76110VTJ7	76110VRY6
76110VTK4	76110VRZ3
Home Equity Loan Trust 2004-HS1	N/C124973
76110VQA9	N/C124974
76110VQB7	N/C124975
76110VQC5	N/C124976
76110VQD3	N/C126644
76110VQE1	Home Equity Loan Trust 2005-HS2
N/A94406	76110VSR0
N/A94407	76110VSS8
N/A94525	76110VST6
N/A95474	76110VSU3
N/A95475	76110VSV1
N/A95476	NA128287
Home Equity Loan Trust 2004-HS2	NA128288
76110VQJ0	NA128289
76110VQK7	NA128290
76110VQL5	NA128291
76110VQM3	Home Equity Loan Trust 2005-HSA1
N/C98909	76110VSX7
N/C98911	76110VSY5
N/C98912	76110VSZ2
N/C98913	76110VTA6
Home Equity Loan Trust 2004-HS3	76110VTB4
76110VQY7	N/A129188
N/C104665	N/A129189
Home Equity Loan Trust 2005-HS1	N/A129191
76110VRV2	N/A129192
76110VRW0	N/A129193

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	N/A94431
Home Equity Loan Trust 2006-HSA2	Home Loan Trust 2004-HI2
76110VTN8	76110VQS0
76110VTP3	N/A98925
76110VTQ1	Home Loan Trust 2004-HI3
76110VTR9	76110VQX9
76110VTS7	N/C104808
N/A131590	Home Loan Trust 2005-HI1
N/A131591	76110VRD2
N/A131592	N/C110224
N/A140008	Home Loan Trust 2005-HI2
NA131593	76110VRJ9
Home Equity Loan Trust 2006-HSA3	76110VRK6
76113JAA0	76110VRL4
N/A136608	76110VRM2
N/A136609	76110VRN0
Home Equity Loan Trust 2006-HSA4	76110VRP5
43709WAA1	76110VRQ3
N/A140486	76110VRR1
N/A140487	76110VRS9
Home Equity Loan Trust 2006-HSA5	76110VRT7
437099AA2	N/C118907
N/A143532	Home Loan Trust 2005-HI3
Home Loan Trust 2004-HI1	76110VSD1
76110VPR3	76110VSE9
76110VPS1	76110VSF6
76110VPT9	76110VSG4
76110VPU6	76110VSH2
76110VPV4	76110VSJ8
76110VPW2	76110VSK5

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76110VSL3	43718MAC8
76110VSM1	43718MAD6
76110VSN9	N/C143537
76110VSP4	
N/C127228	
Home Loan Trust 2006-HI1	GMACM Home Loan Trust 2001-HE2
76110VTV0	100001885
76110VTW8	100001886
76110VTX6	100001887
76110VTY4	100001888
76110VTZ1	361856BE6
76110VUA4	361856BG1
76110VUB2	361856BH9
76110VUC0	361856BJ5
76110VUD8	GMACM Home Loan Trust 2001-HE3
76110VUE6	100002132
76110VUF3	361856BR7
N/A133615	361856BS5
Home Loan Trust 2006-HI2	NA252703
437185AB7	NA252704
437185AC5	GMACM Mortgage Loan Trust 2003-GH1
437185AD3	100002413
N/A136942	100002414
Home Loan Trust 2006-HI3	100002415
43718NAB8	36185NXR6
43718NAC6	36185NXS4
43718NAD4	36185NXT2
N/A140364	36185NXU9
Home Loan Trust 2006-HI4	GMACM Mortgage Loan Trust 2003-GH2
43718MAB0	100002543

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100002544	36185NYY0
100002545	36185NYZ7
36185NQ45	36185NZA1
36185NQ60	36185NZC7
36185NQ78	36185NZD5
36185NQ86	36185NZE3
36185NQ94	36185NZF0
GMACM Mortgage Loan Trust 2003-J10	36185NZG8
36185NM72	36185NZJ2
36185NM80	36185NZK9
36185NM98	GMACM Mortgage Loan Trust 2003- AR2
36185NN22	36185NF39
36185NN30	36185NF54
36185NN48	36185NF62
36185NN55	36185NF70
36185NN63	36185NF96
36185NN71	36185NG20
36185NN89	36185NG38
36185NN97	36185NG46
36185NP20	36185NG53
36185NP38	36185NG61
GMACM Home Loan Trust 2001-HLTV2	36185NG79
100002131	36185NG87
36185HDG5	36185NG95
36185HDH3	36185NH29
GMACM Home Loan Trust 2002-HLTV1	36185NH37
100002328	36185NH45
36185HDQ3	36185NH52
GMACM Mortgage Loan Trust 2003- AR1	36185NH60

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GMACM Mortgage Loan Trust 2003-J5

36185NB90
36185NC24
36185NZL7
36185NZM5
36185NZN3
36185NZQ6
36185NZR4
36185NZS2
36185NZT0
36185NZU7
36185NZV5

GMACM Mortgage Loan Trust 2003-J6

36185NA26
36185NA34
36185NA59
36185NA67
36185NA75
36185NA83
36185NA91
36185NB25
36185NB33
36185NB41
36185NB58
36185NB66
36185NB74
36185NB82
36185NZW3
36185NZX1
36185NZY9

36185NZZ6

GMACM Mortgage Loan Trust 2003-J7

36185NC73
36185NC81
36185NC99
36185ND23
36185ND31
36185ND49
36185ND56
36185ND64
36185ND72
36185ND80

36185ND98

36185NE22
36185NE30
36185NE48
36185NE55
36185NE63
36185NE71
36185NE89
36185NE97
36185NF21

GMACM Mortgage Loan Trust 2003-J8

36185NH78
36185NH86
36185NH94
36185NJ27
36185NJ35
36185NJ43
36185NJ50

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36185NJ68	36185NR36
36185NJ76	36185NR51
36185NJ84	36185NR77
36185NJ92	36185NR85
GMACM Mortgage Loan Trust 2003-J9	36185NS27
36185NK25	36185NS35
36185NK33	36185NS43
36185NK41	36185NS50
36185NK58	36185NS68
36185NK66	36185NS76
36185NK74	36185NS84
36185NK82	36185NS92
36185NK90	RFSC Series 2001-RM2 Trust
36185NL40	0760985FV8
36185NL57	0760985FW6
36185NL65	0760985FX4
36185NL81	760985FR7
36185NL99	760985FS5
36185NM23	760985FT3
36185NM31	760985FU0
36185NM49	760985FV8
36185NM56	760985FW6
36185NM64	760985FX4
36185NP79	760985FY2
36185NP87	760985FZ9
36185NP95	760985GA3
36185NQ29	760985GB1
36185NR28	760985GC9
GMACM Mortgage Loan TrustT 2004-JR1	760985GD7
	760985GE5

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760985GF2	760985EF4
760985GG0	U76127AC0
760985GH8	U76127AD8
760985GJ4	RAMP Series 2001-RS3 Trust
760985GK1	100002127
RAMP Series 2001-RS1 Trust	100002128
100001859	100002129
100001860	100002130
100001861	760985EZ0
100001865	760985FA4
760985CM1	760985FB2
760985CP4	760985FC0
760985CQ2	760985FD8
760985CR0	760985FE6
RAMP Series 2001-RS2 Trust	RFSC Series 2002-RP1 Trust
100001878	760985JD4
100001879	760985JE2
100001880	760985JF9
100001881	N/A40754
760985DT5	N/A40755
760985DV0	N/A40756
760985DW8	U76127AF3
760985DX6	U76127AG1
760985DY4	RFSC Series 2002-RP2 Trust
760985DZ1	760985PC9
760985EA5	760985PH8
760985EB3	N/A60034
760985EC1	N/A60035
760985ED9	N/A60036
760985EE7	U76127AH9

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RAMP Series 2002-RS1 Trust	100002244
760985GQ8	100002245
760985GR6	100002246
760985GS4	760985LV1
760985GT2	760985LW9
760985GX3	760985LX7
760985GY1	760985LY5
760985HS3	760985LZ2
N/A39209	760985MA6
N/A39211	760985MB4
N/C39208	760985MD0
N/C39210	760985ME8
RAMP Series 2002-RS2 Trust	760985MF5
100002166	760985MT5
100002167	760985MU2
100002168	RAMP Series 2002-RS4 Trust
100002169	100002317
760985JL6	100002318
760985JM4	100002319
760985JP7	100002320
760985JQ5	760985NK3
760985JR3	760985NL1
760985JS1	760985NM9
760985JT9	760985NN7
760985JU6	760985NP2
760985JV4	760985NQ0
760985JW2	RAMP Series 2002-RS5 Trust
RAMP Series 2002-RS3 Trust	100002324
100002242	100002325
100002243	100002326

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100002327	760985KY6
760985NW7	760985KZ3
760985NX5	N/A51458
760985NY3	N/A51459
760985NZ0	N/A51460
760985PA3	RAMP Series 2002-RZ3 Trust
760985PB1	760985NC1
RAMP Series 2002-RS6 Trust	760985ND9
760985PM7	760985NE7
760985PN5	760985NR8
760985PP0	N/A57293
760985PQ8	N/A57294
760985PR6	N/A57295
760985PS4	RAMP Series 2002-RZ4 Trust
760985PT2	760985PE5
760985PU9	760985PG0
N/A61338	N/A60024
N/A61339	N/A60025
N/A61340	N/A60026
N/A61555	RAMP Series 2002-SL1 Trust
RAMP Series 2002-RS7 Trust	760985LC3
760985PV7	760985LD1
760985PW5	760985LF6
760985RG8	760985LG4
N/A63338	760985LH2
N/A63339	760985LJ8
N/A63340	760985LK5
RAMP Series 2002-RZ2 Trust	760985LL3
760985KV2	760985LM1
760985KX8	760985LN9

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760985LP4	N/A75111
760985LQ2	N/A75112
760985MG3	U76127AQ9
760985MH1	U76127AR7
760985MJ7	U76127AS5
760985MK4	RAMP Series 2003-RS1 Trust
760985ML2	760985RX1
760985MM0	760985RY9
N/A52935	760985RZ6
N/A52935	760985SA0
N/A52936	760985SC6
N/A52936	760985SD4
N/A52937	760985SF9
N/A52937	760985SG7
RFSC Series 2003-RP1 Trust	N/A64985
760985UG4	N/A64986
760985UH2	N/A64987
760985UJ8	N/A64988
760985UK5	RAMP Series 2003-RS10 Trust
N/A69339	760985C82
N/A69340	760985C90
N/A69341	760985D24
U76127AL0	760985D32
U76127AN6	760985D40
U76127AP1	760985D73
RFSC Series 2003-RP2 Trust	760985D81
760985YH8	760985D99
760985YJ4	760985D24
760985YK1	760985G70
760985YN5	760985G88

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N/A79739	N/A67492
N/A79740	RAMP Series 2003-RS3 Trust
N/A79741	760985UA7
N/A79742	760985UB5
RAMP Series 2003-RS11 Trust	760985UC3
760985K26	760985UD1
760985K34	760985UE9
760985K42	N/A68959
760985K59	N/A68960
760985K67	N/A68961
760985K91	RAMP Series 2003-RS4 Trust
760985L25	760985UN9
760985L33	760985UP4
760985L41	760985UR0
760985L58	760985US8
760985L66	760985UT6
760985L82	760985UU3
760985L90	760985WF4
NA80936	760985WG2
NA80938	NA71009
NA80939	NC71007
NA90835	NC71008
RAMP Series 2003-RS2 Trust	RAMP Series 2003-RS5 Trust
760985SS1	760985WW7
760985ST9	760985WY3
760985SU6	760985WZ0
760985TU5	760985XA4
760985TV3	760985XB2
N/A67490	760985XC0
N/A67491	760985XD8

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N/A72730	RAMP Series 2003-RS8 Trust
N/A72732	760985ZE4
N/A72733	760985ZF1
N/C72731	760985ZG9
RAMP Series 2003-RS6 Trust	760985ZH7
760985XK2	760985ZJ3
760985XL0	760985ZK0
760985XM8	760985ZN4
760985XN6	760985ZP9
760985XP1	760985ZQ7
760985XQ9	760985ZR5
N/A73420	760985ZS3
N/A73421	760985ZT1
N/A73422	760985ZU8
N/A73423	760985ZV6
RAMP Series 2003-RS7 Trust	N/A75818
760985XV8	N/A75819
760985XW6	N/A75820
760985XX4	N/A75821
760985XY2	RAMP Series 2003-RS9 Trust
760985XZ9	760985A43
760985YC9	760985A50
760985YD7	760985A84
760985YE5	760985A92
760985YF2	760985B26
760985YG0	760985B34
N/A74779	760985B42
N/A74780	760985B59
N/A74781	760985B67
N/A74782	760985B75

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760985B83	760985WP2
760985B91	760985WQ0
760985C25	760985WR8
N/A77080	760985WS6
N/A77083	760985WT4
N/A77085	760985XE6
N/A77087	N/A72127
RAMP Series 2003-RZ1 Trust	N/A72128
760985RN3	N/A72129
760985RP8	RAMP Series 2003-RZ4 Trust
760985RQ6	760985YS4
760985RR4	760985YU9
760985RS2	760985YV7
N/A64305	760985YW5
N/A64307	760985YX3
N/C64306	760985YY1
RAMP Series 2003-RZ2 Trust	760985ZW4
760985SH5	N/A76102
760985SJ1	N/A76105
760985SK8	RAMP Series 2003-RZ5 Trust
760985SL6	760985H61
760985SM4	760985H79
N/A67892	760985H95
N/A67893	760985J28
N/A67894	760985J36
N/A67895	760985J44
RAMP Series 2003-RZ3 Trust	760985L74
760985WK3	N/A80688
760985WM9	N/A80689
760985WN7	N/A81855

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RAMP Series 2003-SL1 Trust

760985E49
760985E56
760985E64
760985E72
760985E80
760985E98
760985F22
760985F30
760985F48
760985F55
760985F63
760985F71
760985F89
760985F97

RAMP NIM 2005 NM2 Trust

76112BPQ7
N/C116726

RAMP NIM 2005 NM4 Trust

76112BTJ9
76112BTK6
U76127BJ4
U76127BK1

RAMP NIM 2005 NM5 Trust

75156RAA2
75156RAB0
U75169AA7

RAMP NIM 2005 NS1 Trust

75156LAA5
75156LAB3

RASC Series 2001-KS1 Trust

100001862
100001863
100001864
76110WLB0
76110WLC8
76110WLD6
76110WLE4
76110WLF1

RASC Series 2001-KS2 Trust

100001882
100001883
100001884
76110WLL8
76110WLM6
76110WLN4
76110WLP9
76110WLQ7
76110WLR5
76110WLS3
76110WLT1
76110WLW4

RASC Series 2002-KS4 Trust

76110WPC4
76110WPD2
76110WPE0
76110WPF7
76110WPG5
76110WPH3
76110WPJ9

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N/A53314	76110WVG8
N/A53315	N/A80428
N/A53316	N/A80429
N/A53317	N/A80430
RASC Series 2002-KS6 Trust	RASC Series 2003-KS11 Trust
749248AA8	76110WVL7
749248AF7	76110WVN3
749248AG5	76110WVP8
749248AH3	76110WVQ6
749248AJ9	76110WVR4
749248AK6	76110WVS2
N/A59012	76110WVT0
N/A59013	76110WVV5
N/A59014	76110WVW3
N/A59015	76110WVX1
RASC Series 2002-KS8 Trust	76110WVZ6
76110WQA7	76110WWA0
76110WQB5	NA80977
76110WQC3	NA80978
76110WQD1	NA80979
N/A62628	RASC Series 2003-KS2 Trust
N/A62629	76110WQQ2
N/A63804	76110WQR0
RASC Series 2003-KS10 Trust	76110WQS8
76110WUV6	76110WQT6
76110WUW4	76110WQU3
76110WUX2	76110WQV1
76110WUY0	76110WRB4
76110WUZ7	76110WRC2
76110WVA1	N/A67882

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N/A67883	RASC Series 2003-KS5 Trust
N/A67884	76110WSF4
N/A67885	76110WSG2
N/A67886	76110WSH0
RASC Series 2003-KS3 Trust	76110WSJ6
76110WRD0	76110WSK3
76110WRE8	76110WSL1
76110WRF5	76110WSM9
76110WRG3	N/A72151
76110WRJ7	N/A72152
N/A68949	N/A72153
N/A68950	N/A72154
RASC Series 2003-KS4 Trust	N/A72155
76110WRP3	RASC Series 2003-KS6 Trust
76110WRQ1	76110WSN7
76110WRR9	76110WSP2
76110WRS7	76110WSQ0
76110WRT5	76110WSR8
76110WRU2	76110WST4
76110WRV0	N/A73536
76110WRW8	N/A73537
76110WRX6	RASC Series 2003-KS7 Trust
76110WRY4	76110WSU1
76110WRZ1	76110WSZ0
76110WSA5	76110WTA4
NA70844	76110WTB2
NA70845	76110WTC0
NA70846	76110WTD8
NA70847	76110WTK2
NA70848	N/A74753

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N/A74754	RASC Series 1999-RS1 Trust
N/A74755	76110WFW1
N/A74756	76110WFX9
N/A74757	99RS1CLR2
RASC Series 2003-KS8 Trust	99RS1CLR3
76110WTR7	99RS1CLR4
76110WTS5	99RS1CLRI
76110WTT3	99RS1SB-1
76110WTU0	99RS1SBII
76110WTV8	Home Loan Trust 2000-HI1
76110WTW6	76110VDW5
76110WUC8	NC00000466
76110WUE4	Home Loan Trust 2000-HI2
N/A76032	76110VEC8
N/A76033	NC00000478
N/A76034	Home Loan Trust 2000-HI3
RASC Series 2003-KS9 Trust	76110VEL8
76110WUK0	NC00000508
76110WUL8	Home Loan Trust 2000-HI4
76110WUM6	76110VEU8
76110WUN4	76110VEV6
76110WUP9	NC00000539
76110WUQ7	Home Loan Trust 2000-HI5
76110WUR5	76110VFD5
N/A77057	NC00000585
N/A77058	Home Loan Trust 2000-HL1
N/A77059	437184AU8
RASC NIM 2004-NT11 Trust	NC00000529
749243AS0	Home Loan Trust 2001-HI1
N/C107775	76110VFF0

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NC00000592	Home Loan Trust 2002-HI1
Home Loan Trust 2001-HI2	76110VHS0
76110VFY9	76110VHT8
76110VGA0	N/A39161
NC00000640	Home Loan Trust 2002-HI2
Home Loan Trust 2001-HI3	76110VJM1
76110VGP7	76110VJN9
76110VGS9	76110VJP4
Home Loan Trust 2001-HI4	76110VJQ2
76110VHA2	N/A41461
76110VHJ0	Home Loan Trust 2002-HI3
76110VHK7	76110VJX7
Residential Funding Mortgage Securities II, Series 2001 HS2 Trust	76110VJY5
76110ABC1	N/A53010
76110ABC2	Home Loan Trust 2002-HI4
76110ABC3	76110VLA4
76110ABC4	76110VLB2
76110VGF9	76110VLC0
76110VGG7	76110VLD8
Home Equity Loan Trust 2001-HS3	N/A59805
76110VCH2	Home Loan Trust 2002-HI5
76110VGX0	76110VLM8
76110VGZ5	76110VLN6
76110VHA9	76110VLP1
76110VHB7	76110VLQ9
76110VHE4	N/A63352
76110VHF5	Residential Funding Mortgage Securities II, Series 2002-HS1 Trust
76110VHG3	76110VJA7
76110VHK1	

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76110VJE9	76110VNF1
N/A39347	76110VNG9
N/A39350	76110VNH7
Residential Funding Mortgage Securities	76110VNI3
II, Series 2002 HS2 Trust	N/A72178
76110VKF4	Home Equity Loan Trust 2003-HI3
76110VKG2	76110VNG7
76110VKL1	76110VNR5
N/A53202	N/A76382
N/A53203	Home Equity Loan Trust 2003-HI4
N/A53204	76110VPD4
Home Equity Loan Trust 2002-HS3	76110VPF9
76110VKS6	76110VPG7
76110VKT4	76110VPH5
76110VKU1	76110VPJ1
N/A58682	N/A80673
N/A58683	Home Equity Loan Trust 2003-HS1
N/A58684	76110VLW6
N/A58685	76110VLX4
N/A58686	76110VLY2
N/A58687	76110VLZ9
Home Loan Trust 2003-HI1	N/A67462
76110VMG0	N/A67463
76110VMH8	N/A67464
76110VMJ4	N/A67465
76110VMK1	N/A67466
76110VMM7	N/A67467
N/A68579	Home Equity Loan Trust 2003-HS2
Home Loan Trust 2003-HI2	76110VMS4
76110VNE4	76110VMT2

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76110VMU9	Residential Funding Mortgage Securities
76110VMV7	II, Series 2006 -HSA1
76110VMX3	76110VTE8
76110VMY1	76110VTF5
N/A72062	76110VTG3
N/A72063	76110VTH1
N/A72064	76110VTJ7
N/A72065	76110VTK4
N/A72066	Home Equity Loan Trust 2006-HSA3
N/A72067	76113JAA0
N/A72068	N/A136608
Home Equity Loan Trust 2003-HS3	N/A136609
76110VNU8	Home Loan Trust 1999-HI4
76110VNV6	76110VCR7
76110VNW4	NC00000441
76110VNX2	Home Loan Trust 1999-HI6
76110VNY0	76110VCZ9
N/A75836	76110VDA3
N/A75837	NC00000474
N/A76092	Home Loan Trust 1999-HI8
N/A76093	76110VDL9
N/A76094	76110VDM7
N/A76097	NC00000440
N/C76096	RFMSI Series 2003-S10 Trust
Home Equity Loan Trust 2003-HS4	76111J7H1
76110VPK8	76111J7J7
76110VPL6	76111J7K4
N/A80911	76111J7N8
N/A80912	76111J7P3
N/A80913	76111J7Q1

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76111J7R9	76111J4Y7
76111J7S7	76111J4Z4
76111J7T5	76111J5A8
76111J7U2	76111J5B6
76111J7V0	76111J5E0
76111J7W8	76111J5F7
76111J7X6	76111J5G5
RFMSI Series 2003-S11 Trust	76111J5H3
76111J6N9	76111J5J9
76111J6P4	76111J5K6
76111J6Q2	76111J5L4
76111J6R0	76111J5M2
76111J6U3	76111J5N0
76111J6V1	76111J5P5
76111J6W9	76111J5Q3
76111J6X7	76111J5R1
76111J6Y5	76111J5S9
76111J6Z2	RFMSI Series 2003-S13 Trust
76111J7A6	76111J5U4
76111J7B4	76111J5V2
76111J7C2	76111J5W0
76111J7D0	76111J5X8
RFMSI Series 2003-S12 Trust	76111J5Y6
76111J4H4	76111J6B5
76111J4J0	76111J6C3
76111J4M3	76111J6D1
76111J4N1	76111J6E9
76111J4R2	76111J6F6
76111J4S0	76111J6G4
76111J4W1	76111J6H2

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76111J6J8	76111XBB8
76111J6K5	RFMSI Series 2003-S16 Trust
76111J6L3	76111XBC6
RFMSI Series 2003-S14 Trust	76111XBD4
76111XAA1	76111XBE2
76111XAB9	76111XBF9
76111XAC7	76111XBG7
76111XAD5	76111XBH5
76111XAE3	76111XBJ1
76111XAF0	76111XBK8
76111XAG8	76111XBL6
76111XAH6	76111XBM4
76111XAJ2	76111XBN2
76111XAK9	76111XBP7
76111XAL7	RFMSI Series 2003-S17 Trust
76111XAM5	76111XBQ5
76111XAN3	76111XBR3
76111XAP8	76111XBS1
76111XAQ6	76111XBT9
76111XAR4	76111XBU6
RFMSI Series 2003-S15 Trust	76111XBV4
76111XAS2	76111XBW2
76111XAT0	76111XBX0
76111XAU7	76111XBY8
76111XAV5	76111XBZ5
76111XAW3	76111XCA9
76111XAX1	76111XCB7
76111XAY9	76111XCC5
76111XAZ6	76111XCD3
76111XBA0	76111XCE1

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RFMSI Series 2003-S18 Trust

76111XDD2
76111XDE0
76111XDF7
76111XDG5
76111XDH3
76111XDJ9
76111XDK6
76111XDL4
76111XDM2
76111XDN0
76111XDP5
76111XDQ3

RFMSI Series 2003-S19 Trust

76111XCG6
76111XCJ0
76111XCK7
76111XCM3
76111XCN1
76111XCP6
76111XCQ4
76111XCR2
76111XCT8
76111XCU5
76111XCV3
76111XCW1
76111XCX9
76111XCY7
76111XCZ4
76111XDA8

76111XDB6

76111XDC4

RFMSI Series 2003-S20 Trust

76111XDU4
76111XDV2
76111XDW0
76111XDY6
76111XDZ3
76111XEA7
76111XEB5
76111XEC3
76111XED1
76111XEE9
76111XEF6
76111XEG4
76111XEH2
76111XEJ8
76111XEK5
76111XEL3
76111XEM1
76111XEN9
76111XEP4
76111XEQ2
76111XERO
76111XES8
76111XET6
76111XEU3
76111XEV1
76111XEW9

RFMSI Series 2003-S4 Trust

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76111JU36	76111JZ49
76111JU44	76111JZ56
76111JU51	76111JZ64
76111JU69	RFMSI Series 2003-S7 Trust
76111JU77	76111J2T0
76111JU85	76111J2V5
76111JV43	76111J2W3
76111JV50	76111J2X1
76111JV76	76111J2Y9
76111JV84	76111J2Z6
76111JV92	76111J3B8
76111JW26	76111J3C6
76111JW34	76111J3D4
76111JW42	76111J3E2
76111JW59	76111J3J1
76111JW67	76111J3K8
76111JW75	76111J3L6
76111JW83	76111J3V4
76111JW91	76111J3W2
RFMSI Series 2003-S6 Trust	76111J3X0
76111JX66	76111J3Y8
76111JY24	76111J3Z5
76111JY32	76111J4A9
76111JY57	76111J4B7
76111JY65	76111J4C5
76111JY73	76111J4D3
76111JY81	76111J4E1
76111JY99	76111J4F8
76111JZ23	76111J4G6
76111JZ31	76111J5T7

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	02660TCG6
	02660TCH4
RFMSI Series 2003-S9 Trust	02660TCJ0
76111J2A1	02660TCK7
76111J2B9	02660TCL5
76111J2C7	02660TCM3
76111J2D5	02660TCN1
76111J2E3	02660TCP6
76111J2F0	02660TCQ4
76111J2G8	02660TCR2
76111JZ72	02660TCS0
76111JZ80	02660TCT8
76111JZ98	02660TCU5
RFMSI Series 2004-SR1 Trust	02660TCV3
76111XKX0	02660TCW1
76111XKY8	02660TCX9
76111XKZ5	Bear Stearns Arm Trust 2001-4
76111XLA9	07384MCX8
76111XLB7	07384MCY6
76111XLB7	07384MCZ3
GMACM 2001-HLTV1	07384MDA7
36185HCY7	07384MDB5
NA251442	07384MDC3
GMACM 2010-1	07384MDU3
36188LAB7	07384MEB4
American Home 2004-4	Bear Stearns Arm Trust 2002-11
02660TCC5	07384MRV6
02660TCD3	07384MRW4
02660TCE1	07384MRX2
02660TCF8	07384MSH6

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07384MSJ2	Bear Stearns Arm Trust 2003-3
07384MSK9	07384MUG5
07384MSM5	07384MUH3
07384MSN3	07384MUJ9
07384MSP8	07384MUK6
07384MSQ6	07384MUL4
07384MSW3	07384MUM2
07384MSX1	07384MUN0
07384MSY9	07384MUP5
Bear Stearns Arm Trust 2003-1	07384MUQ3
07384MTH5	07384MUR1
07384MTJ1	07384MUS9
07384MTK8	07384MUT7
07384MTL6	07384MUU4
07384MTM4	07384MUV2
07384MTN2	07384MUW0
07384MTP7	07384MUX8
07384MTQ5	07384MUY6
07384MTR3	07384MUZ3
07384MTS1	07384MVA7
07384MTT9	07384MVB5
07384MTU6	07384MVC3
07384MTV4	07384MVD1
07384MTW2	07384MVE9
07384MTX0	07384MVF6
07384MTY8	07384MVG4
07384MTZ5	07384MVH2
N/A65055	Bear Stearns Arm Trust 2003-4
N/A65056	07384MVM1
N/A65057	07384MVN9

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07384MVP4	07384MXQ0
07384MVQ2	07384MXR8
07384MVR0	07384MXS6
07384MVS8	07384MXT4
07384MVT6	07384MYP1
07384MVU3	Bear Stearns Arm Trust 2003-6
07384MVV1	073284MYC0
07384MVW9	07384MWW8
07384MVX7	07384MWX6
07384MYY5	07384MWY4
07384MVZ2	07384MWZ1
07384MWA6	07384MXA5
07384MWB4	07384MXB3
Bear Stearns Arm Trust 2003-5	07384MXC1
07384MWF5	07384MXD9
07384MWG3	07384MXE7
07384MWH1	07384MXF4
07384MWJ7	07384MXG2
07384MWK4	07384MXH0
07384MWL2	07384MXJ6
07384MWM0	07384MXK3
07384MWN8	07384MXL1
07384MWP3	07384MYA4
07384MWQ1	07384MYB2
07384MWR9	07384MYD8
07384MWS7	07384MYE6
07384MWT5	07384MYF3
07384MXM9	07384MYN6
07384MXN7	Bear Stearns Arm Trust 2003-7
07384MXP2	07384MYQ9

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07384MYR7	07386HHZ7
07384MYS5	07386HJB8
07384MYT3	Bear Stearns Alt-A Sec. Trust 2004-6
07384MYU0	07386HJU6
07384MYV8	07386HJV4
07384MYW6	07386HJW2
07384MYX4	07386HJX0
07384MYY2	07386HJY8
07384MYZ9	07386HJZ5
07384MZA3	07386HKB6
07384MZB1	07386HKC4
07384MZC9	07386HKD2
07384MZD7	07386HKE0
07384MZE5	07386HKF7
07384MZF2	07386HKG5
07384MZG0	07386HKH3
07384MZH8	Bear Stearns Alt-A Securities Trust 2004-12
07384MZM7	
07384MZN5	07386HNQ0
Bear Stearns Alt-A Trust 2003-1	07386HNR8
07386HBJ9	07386HNS6
07386HBL4	07386HNT4
07386HBM2	07386HNU1
Bear Stearns Alt-A Sec. Trust 2004-4	07386HNV9
07386HHT1	07386HNW7
07386HHU8	07386HNX5
07386HHV6	07386HNY3
07386HHW4	07386HNZ0
07386HHX2	07386HPA3
07386HHY0	07386HPD7

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07386HPE5	07386HSA0
07386HPF2	07386HSB8
07386HPG0	07386HSC6
07386HPH8	07386HSN2
07386HPJ4	07386HSE2
07386HPK1	07386HSF9
07386HPL9	07386HSG7
07386HPM7	07386HSH5
07386HPN5	07386HSJ1
07386HPP0	07386HSD4
07386HPQ8	07386HSK8
07386HPW5	

Bear Stearns Alt-A Trust 2005-4

Bear Stearns 2003-AC3

07384YJH0	07386HTN1
07384YJK3	07386HTX9
07384YJL1	07386HSP7
07384YJM9	07386SHQ5
07384YJY3	07386HST9
07384YJZ0	07386JHSU6
07384YKB1	07386HSR3
07384YKC9	07386HSS1
07384YKD7	07386HSV4
	07386HTP6
	07386HSW2

Bear Stearns Alt-A Trust 2005-3

07386HRU7	07386HSX0
07386HRV5	07386HSY8
07386HRW3	07386HSZ5
07386HRX1	07386HTA9
07386HRY9	07386HTB7
07386HRZ6	07386HTC5
	07386HTD3

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07386HTE1	07386HUN9
07386HTF8	07386HUV1
07386HTG6	07386HUW9
07386HTH4	07386HUX7
07386HTJ0	07386HUP4
07386HTQ1	07386HUQ2
07386HTR2	07386HUR0
07386HTS0	07386HUS8
07386HTT8	07386HUT6
07386HTK7	07386HUU3
07386HTV3	07386HUY5
07386HTU5	07386HVA6
07386HTW1	07386HVD0
07386HTL5	07386HVE8
07386HTM3	07386HVF5
Bear Stearns Alt-A Trust 2005-5	07386HUZ2
07386HVC2	07386HVB4
07386HTY7	Bear Stearns Alt-A Trust 2005-10
07386HUA7	07386HYW5
07386HUB5	07386HYX3
07386HUE9	07386HZA2
07386HUF6	07386HZB0
07386HUC3	07386HYY1
07386HUD1	07386HYZ8
07386HUG4	07386HZA2
07386HUH2	07386HZD6
07386HUI8	07386HZE4
07386HUK5	07386HZF1
07386HUL3	07386HZG9
07386HUM1	07386HZH7

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07386HZJ3	07386HC33
07386HZK0	07386HC41
07386HZ68	07386HC58
07386HZM6	07386HC66
07386HZN4	07386HD81
07386HZP9	07386HD99
07386HZQ7	07386HE23
07386HZR5	07386HE64
07386HXS3	07386HE72
07386HZW4	07386HE80
07386HXX2	07386HC90
07386HZZ7	07386HD73
07386HA76	07386HC82
07386HA50	07386HD65
07386HA68	07386HD24
07386HA27	Bear Stearns Asset Backed Securities
07386HA35	2003-AC4
07386HA43	07384YKF2
Bear Stearns Alt-A Trust 2006-1	07384YKH8
07386HD32	07384YKJ4
07386HA92	07384YKS4
07386HB26	07384YKU9
07386HB34	07384YKV7
07386HB42	07384YKW5
07386HB75	07384YKX3
07386HB83	Bear Stearns Asset Backed Securities
07386HE49	Trust 2006-SD2
07386HB91	07388EAA4
07386HE56	07388EAJ5
07386HC25	07388EAK2
	07388EAB2

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07388EAC0	22541QWB4
07388EAD8	22541QWC2
07388EAE6	22541QWD0
07388EAF3	22541QWE8
07388EAG1	22541QWF5
07388EAH9	22541QWG3
CS First Boston Mortgage Securities Corp. 2003-23	22541QWH1
22541QVD1	22541QWJ7
22541QVE9	22541QWK4
22541QVF6	22541QWL2
22541QVG4	22541QWM0
22541QVH2	22541QWN8
22541QVJ8	22541QWP3
22541QVK5	22541QWQ1
22541QVL3	22541QWR9
22541QVM1	22541QWS7
22541QVN9	22541QWT5
22541QVP4	22541QWU2
22541QVQ2	22541QWV0
22541QVR0	22541QWW8
22541QVS8	22541QWX6
22541QVT6	22541QWY4
22541QVU3	22541QWZ1
22541QVV1	22541QXA5
22541QVW9	22541QXB3
22541QVX7	22541QXC1
22541QVY5	22541QXD9
22541QVZ2	22541QXE7
22541QWA6	22541QXF4
	22541QXG2

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22541QXH0	31394JDC8
22541QXJ6	31394JDD6
22541QXK3	36290PAK3
22541QXL1	36290PAK3
22541QXM9	36290PAL1
22541QXN7	36290PAM9
22541QXP2	36290PAN7
22541QXQ0	36290PAP2
22541QXR8	36290PAR8
22541QXS6	36290PAR8
22541QXT4	GSMPS Mortgage Loan Trust 2005-LT1
22541QXU1	36290PBS5
22541QXV9	36290PBT3
22541QXW7	36290PBU0
22541QXX5	36290PBV8
22541QXY3	36290PBW6
22541QXZ0	36290PBY2
22541QYA4	GSR 2003-2F
22541QYB2	36228FMM5
22541QYC0	36228FMN3
22541QYD8	36228FMP8
FIRST MATRIX RM TRUST 2003	36228FMU7
32082HAA4	36228FMV5
32082HAB2	36228FMW3
32082HAC0	36228FMX1
GSMPS Mortgage Loan Trust 2003-2	36228FMZ6
31394JD87	36228FNA0
31394JD95	36228FNB8
31394JDA2	36228FNC6
31394JDBO	36228FND4

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36228FNE2	GSRPM 2003-2
36228FNF9	36228FWH5
36228FNG7	36228FWJ1
36228FNH5	36228FWK8
36228FNJ1	36228FWL6
36228FNK8	36228FWM4
36228FNK8	36228FWN2
GSRPM 2002-1	36228FWQ5
361988AA6	GSRPM 2004-1
361988AE8	36242DGH0
361988AG3	36242DGJ6
361988AL2	36242DGK3
361988AM0	36242DGL1
361988AM0	36242DGM9
361988AN8	36242DGN7
361988AN8	36242DGP2
U0393EAA9	36242DGQ0
U0393EAC5	36242DGR8
U0393EAD3	36242DGS6
GSRPM 2003-1	36242DGT4
36228FLK0	MacQuairie Mortgage Funding Trust
36228FLL8	2007-1
36228FLM6	556083AA1
36228FLN4	556083AB9
36228FLP9	556083AC7
36228FLQ7	556083AD5
36228FLR5	556083AE3
36228FLS3	556083AF0
36228FLS3	556083AG8
36228FLU8	MASTR Alternative Loans Trust 2002-1

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576434AA2	576434AR5
576434AB0	576434AS3
576434AC8	576434AT1
576434AD6	MASTR 2002-3
576434AE4	576434BR4
576434AF1	576434BT0
576434AG9	576434BW3
576434AM6	MASTR Alternative Loans Trust 2003-2
576434AH7	576434CU6
576434AJ3	576434CV4
576434AK0	576434CW2
576434AL8	576434CX0
576434AN4	576434CY8
576434AP9	576434CZ5
576434AQ7	576434DA9
MASTR Alternative Loans Trust 2002-2	576434DB7
576434AU8	576434DC5
576434AV6	576434DD3
576434AW4	576434DR2
576434AX2	576434DS0
576434AY0	576434DE1
576434AZ7	576434DF8
576434BA1	576434DG6
576434BB9	576434DH4
576434BD5	576434DJ0
576434BE3	576434DK7
576434BC7	576434DL5
576434BF0	576434DM3
576434BG8	576434DN1
576434BH6	576434DP6

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576434DQ4	576434ET7
MASTR Alternative Loans Trust 2003-3	576434EU4
576434DT8	576434EV2
576434DU5	576434EW0
576434DV3	576434EX8
576434DW1	576434EY6
576434DX9	576434EZ3
576434DY7	576434FA7
576434DZ4	576434FB5
576434EA8	MASTR Alternative Loan Trust 2003-5
576434EB6	576434FC3
576434EC4	576434FD1
576434ED2	576434FE9
576434EE0	576434FF6
576434EF7	576434FG4
576434EG5	576434FH2
576434EH3	576434FJ8
	576434FK5
	576434FL3
MASTR Alternative Loan Trust Mortgage Series 2003-4	576434FM1
576434EJ9	576434FP4
576434EK6	576434FQ2
576434EL4	576434FR0
576434EM2	576434FS8
576434EN0	576434FT6
576434EP5	576434FU3
576434EQ3	576434FV1
576434ER1	576434FW9
576434ES9	576434FX7
	576434FY5

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576434GA6	576434HJ6
576434GB4	576434HK3
MASTR Alternative Loan Trust 2003-6	576434HL1
576434GD0	576434HM9
576434GE8	576434HN7
576434GG3	576434HP2
576434GH1	576434HQ0
576434GJ7	576434HR8
576434GK4	576434HS6
576434GL2	576434HT4
576434GM0	576434HU1
576434GN8	576434HV9
576434GP3	576434HW7
576434GQ1	576434HX5
576434GR9	576434HY3
576434GS7	576434HZ0
576434GU2	576434JA3
MAST Alternative Loans Trust 2003-7	576434JB1
576434GW8	576434JC9
576434GX6	576434JD7
576434GY4	576434JE5
576434GZ1	576434JF2
576434HA5	576434JG0
576434HB3	576434JH8
576434HC1	576434JJ4
576434HD9	576434JK1
576434HE7	576434JL9
576434HF4	576434JM7
576434HG2	576434JN5
576434HH0	576434JP0

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576434JQ8	MASTR Alternative Loans Trust 2006-3
576434JR6	57645DAN2
	57645DAS1
MASTR Alternative Loans Trust 2005-2	57645DAA0
576434H72	57645DAB8
576434H80	57645DAC6
576434H98	57645DAD4
576434J21	57645DAF9
576434J39	57645DAG7
576434J47	57645DAH5
576434J54	57645DAJ1
576434J62	57645DAR3
576434J70	57645DBA9
576434J88	57645DAT9
576434K78	57645DAV4
576434J96	57645DAU6
576434K29	57645DAW2
576434K37	57645DAP7
576434K45	57645DAQ5
576434K52	57645DAX0
576434K60	57645DAY8
576434K86	MASTR Adjustable Rate Mortgage Trust 2003-2
576434K94	576433DE3
576434L28	576433DF0
576434L36	576433DG8
576434L44	576433DH6
576434L51	576433DJ2
576434L69	576433DK9
576434L77	576433DL7
576434L85	

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576433DM5	576433HQ2
576433DN3	576433HS8
576433DP8	576433HV1
576433DQ6	576433HW9
576433DR4	576433HX7
576433DS2	576433HY5
576433DT0	576433HZ2
576433DU7	576433JB3
576433DV5	MASTR Adjustable Rate Mortgage Trust
576433DX1	2004-1
MASTR Adjustable Rate Mortgages	576433JC1
Trust 2003-4	576433JD9
576433EQ5	576433JF4
576433ER3	576433JG2
576433ES1	576433JH0
576433EU6	576433JJ6
576433EV4	576433JK3
576433EW2	576433JL1
57433EX0	576433JM9
576433EY8	576433JN7
MASTR Adjustable Rate Mortgage Trust	576433JP2
2003-7	576433JQ0
576433HF6	576433JR8
576433HG4	576433JS6
576433HH2	576433JT4
576433HJ8	576433JU1
576433HK5	576433JV9
576433HL3	576433JW7
576433HM1	576433JZ0
576433HN9	MASTR Adjustable Rate Mortgage Trust
576433HP4	2004-2

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576433KA3	576433LK0
576433KG0	576433LL8
576433KH8	576433LM6
576433KJ4	576433LN4
576433KK1	576433LP9
576433KL9	576433LQ7
MASTR Adjustable Rate Mortgage Trust	576433LR5
2004-3	576433LS3
576433KM7	576433LT1
576433KN5	576433LU8
576433KP0	MASTR Adjustable Rate Mortgages
576433KQ8	Trust 2004-4
576433KR6	576433LW4
576433KS4	576433LX2
576433KT2	576433LY0
576433KU9	576433LZ7
576433KV7	576433MA1
576433KW5	576433MB9
576433KX3	576433MC7
576433KY1	576433MD5
576433KZ8	576433ME3
576433LA2	576433MF0
576433LB0	576433MG8
576433LC8	576433MH6
576433LD6	576433MJ2
576433LE4	576433MK9
576433LF1	576433ML7
576433LG9	576433MM5
576433LH7	576433MN3
576433LJ3	576433MP8

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576433MQ6	576433NT9
576433MR4	576433NU6
576433MS2	576433NV4
MASTR Adjustable Rate Mortgages Trust 2004-5	576433NW2
576433MT0	576433NX0
576433MU7	576433NY8
576433MV5	576433NZ5
576433MW3	576433PA8
576433MX1	576433PB6
576433MY9	576433PC4
576433MZ6	576433PD2
576433NA0	576433PE0
576433NB8	576433PF7
576433NC6	576433PG5
576433ND4	576433PH3
576433NP7	576433PJ9
576433NE2	576433PK6
576433NF9	576433PL4
576433NG7	576433PM2
576433NH5	576433PN0
576433NJ1	MASTR Adjustable Rate Mortgages Trust 2004-7
576433NK8	576433PP5
576433NL6	576433PQ3
576433NM4	576433PR1
576433NN2	576433PS9
MASTR Adjustable Rate Mortgages Truste 2004-6	576433PT7
576433NQ5	576433QD1
576433NR3	576433QK5
576433NS1	576433QL3

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576433QC3	576433RE8
576433PW0	576433RF5
576433PX8	576433RG3
576433PY6	BCC0GCDY8
576433PZ3	MASTR Adjustable Rate Mortgages
576433QA7	Trust 2004-9
576433QG4	576433RH1
576433QH2	576433RJ7
576433QJ8	576433RK4
576433QM1	576433RL2
576433QF6	576433RM0
576433QN9	576433RN8
576433QP4	576433RP3
576433QE9	576433RQ1
MASTR Adjustable Rate Mortgages	576433RR9
Trust 2004-8	576433RS7
576433QQ2	576433RT5
576433QR0	576433RU2
576433QS8	576433RV0
576433QT6	576433RW8
576433QU3	576433TE6
576433QV1	576433TF3
576433QW9	576433TG1
576433QX7	576433TH9
576433QY5	MASTR Adjustable Rate Mortgages
576433QZ2	Trust 2004-10
576433RA6	576433SU1
576433RB4	576433SV9
576433RC2	576433SW7
576433RD0	576433SX5
	576433SY3

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**The Bank of New York Mellon
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576433SZ0	576433UC8
576433TA4	576433TS5
576433TB2	576433TT3
576433TC0	576433TX4
576433TD8	576433TU0
576433SR8	576433TV8
576433SS6	576433TW6
576433ST4	576433TY2
BCCOGP452	576433TZ9
MASTR Adjustable Rate Mortgages Trust 2004-11	576433UA2
576433RX6	576433UB0
576433RY4	MASTR Adjustable Rate Mortgages Trust 2004-14
576433RZ1	576433UX2
576433SA5	576433UY0
576433SB3	576433UZ7
576433SC1	576433VA1
576433SD9	576433VB9
576433SE7	576433VC7
576433SF4	576433VD5
576433SG2	576433VE3
576433TJ5	576433VF0
576433TK2	576433VG8
576433TL0	576433VH6
576433TM8	576433VJ2
MASTR Adjustable Rate Mortgages Trust 2004-12	MASTR Adjustable Rate Mortgages Trust 2004-15
576433TN6	576433VK9
576433TP1	576433VL7
576433TQ9	576433WR3
576433TR7	576433VM5

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576433VN3	576433XF8
576433VP8	576433XS0
576433VQ6	576433XG6
576433VR4	576433XH4
576433VS2	576433XK7
576433VTO	576433XL5
576433VU7	576433XM3
576433VV5	576433XN1
576433VW3	576433XP6
576433VX1	576433WU6
576433VY9	576433WV4
576433VZ6	576433WW2
576433WAO	576433XT8
576433WB8	MASTR Adjustable Rate Mortgages Trust 2005-2
576433WC6	
576433WS1	576433XU5
	576433XV3
	576433XW1
MASTR Adjustable Rate Mortgages Trust 2005-1	576433XX9
	576433XY7
576433WX0	576433XZ4
576433WY8	576433YA8
576433WZ5	576433YB6
576433XA9	576433YC4
576433XB7	576433YD2
576433XC5	576433YE0
576433XD3	576433YF7
576433XE1	576433YG5
576433QX4	576433YH3
576433XR2	576433YJ9

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576433YK6	576433A48
576433YL4	576433A55
576433YM2	576433A63
MASTR Adjustable Rate Mortgages Trust 2005-3	576433A71
576433YN0	576433C53
576433ZC3	576433A97
576433YP5	576433A89
576433YQ3	576433B21
576433YR1	576433B39
576433ZD1	576433B47
576433ZE9	576433B54
576433YS9	576433B62
576433YV2	576433B70
576433YX8	576433B88
576433YY6	576433B96
576433YZ3	576433C20
576433ZA7	576433C38
576433ZB5	MASTR Adjustable Rate Mortgages Trust 2005-8
576433ZF6	576433E51
576433ZG4	576433E69
576433ZH2	576433F76
576433ZJ8	576433E77
MASTR Adjustable Rate Mortgages Trust 2005-6	576433F84
576433ZX7	576433E85
576433ZY5	576433E93
576433ZZ2	576433F27
576433A22	576433F35
576433A30	576433F43
576433C46	

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576433F50	55265KPJ2
576433G26	55265KPK9
576433F92	55265KPL7
576433G34	55265KPM5
MASTR Asset Securitization Trust 2002- 8	MLMI Series 2003-A2
55265KNJ4	589929M70
55265KNK1	589929M88
55265KNL9	589929M96
55265KNM7	589929N20
55265KNN5	589929N38
55265KNP0	589929N46
55265KNQ8	589929N53
55265KNR6	589929N61
55265KNS4	589929N79
55265KNT2	589929N87
55265KNU9	589929N95
55265KNV7	589929P28
55265KNW5	589929P36
55265KNX3	589929P44
55265KNY1	589929P51
55265KNZ8	589929P69
55265KPA1	589929P77
55265KPB9	589929P85
55265KPC7	589929P93
55265KPD5	589929Q27
55265KPE3	589929Q35
55265KPF0	589929Q43
55265KPG8	589929Q50
55265KPH6	MLMI Series 2003-A4

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589929W53	65535VCA4
589929W61	65535VCB2
589929W79	65535VCC0
589929W87	65535VCD8
589929W95	65535VCE6
589929X29	65535VCF3
589929X37	65535VCG1
589929X45	Nomura 2004-AP1
589929X78*	65535VCL0
589929X86	65535VCM8
589929X94	65535VCN6
589929Y28	65535VCQ9
Nomura Asset Acceptance Corp., 2003-A1	65535VCR7
65535VAT5	65535VCS5
65535VAU2	65535VCT3
65535VAV0	65535VCU0
65535VAW8	N/A92289
65535VAX6	Nomura 2004-AP2
65535VAY4	65535VDA3
65535VAZ1	65535VDB1
65535VBA5	65535VDC9
65535VBB3	65535VDE5
65535VBC1	65535VDF2
65535VBD9	65535VDL9
65535VBE7	Nomura 2004-AR1
65535VBF4	65535VDM7
65535VBG2	65535VDN5
65535VBH0	65535VDQ8
Nomura 2003-A3	65535VDR6
65535VBZ0	65535VDS4

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**The Bank of New York Mellon
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65535VDT2	86358HSD2
65535VDU9	86358HSE0
65535VDV7	86358HSF7
65535VDW5	86358HSG5
65535VDX3	86358HSH3
65535VDZ8	86358HSJ9
65535VEA2	86358HSE0
65535VED6	86358HSL4
65535VEE4	86358HSM2
65535VEJ3	86358HSN0
65535VEL8	Structured Asset Mortgage Investments, Inc. 2004-AR6
65535VEM6	
N/C101938	86359LEV7
N/C102062	86359LFJ3
Nomura 2005-S1	86359LEW5
65535VJT6	86359LFX0
65535VJU3	86359LEX3
65535VJV1	86359LEY1
65535VJY5	86359LEZ8
65535VJZ2	86359LFA2
65535VKA5	86359LFB0
Structured Asset Mortgage Investments Inc. 2003-AR1	86359LFC8
86358HRV3	86359LFD6
86358HRW1	86359LFE4
86358HRX9	86359LFF1
86358HRY7	86359LFG9
86358HRZ4	86359LFH7
86358HSA8	Structured Asset Mortgage Investments Inc. 2005-AR1
86358HSB6	
	86359LGS2
	86359LGT0

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**The Bank of New York Mellon
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86359LGU7	86358RCW5
86359LGV5	SASCO 1995-2
86359LGW3	863572GE7
86359LGX1	STRUCT952R2
86359LGY9	863572GC1
86359LGZ6	863572GC1
86359LHA0	863572GD9
86359LHB8	863572GN7
86359LHC6	863572GL1
86359LHD4	863572GA5
86359LHE2	863572GK3
86359LHF9	863572GM9
Structured Asset Securities Corp. 2001-8A	STRUCT952R
86358RBT3	863572GB3
86358RBU0	863572GG2
86358RCB1	863572GB3
86358RCC9	SASCO 2001-9
86358RCE5	86358REP8
86358RCF2	86358REU7
86358RCG0	86358RFB8
86358RCH8	86358RFC6
86358RCJ4	86358RFE2
86358RCK1	86358RFJ1
86358RCL9	86358RFM4
86358RCM7	86358RFQ5
86358RCN5	86358RFT9
86358RCR6	86358RFU6
86358RCU9	86358RFV4
86358RCV7	86358RFW2
	86358RFX0

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86358RFY8	881561WV2
86358RFZ5	881561WW0
86358RGA9	881561WX8
86358RGC5	881561WY6
86358RGD3	881561XA7
86358RGE1	881561XB5
86358RGB7	881561XB5
Structured Asset Securities 2002-4H	881561XC3
86358RWY9	881561XD1
86358RWZ6	881561XE9
86358RXA0	Terwin 2005-13SL
86358RXD4	881561E26
86358RXE2	881561E42
86358RXF9	881561E59
86358RXG7	881561E67
86358RXH5	881561E75
86358RXJ1	881561E83
86358RXK8	881561C77
86358RXL6	881561C85
Structured Asset Securities Corp. M/L	881561C93
2002-9	881561D43
86358RB55	881561D68
86358RC21	881561D76
N/A51382	Terwin 2006-2HGS
Terwin 2005-9HGS	53199BAB1
881561WQ3	881561P24
881561WR1	881561P32
881561WS9	881561P40
881561WT7	881561P57
881561WU4	881561P65

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881561P73	8815613L6
881561Q23	8815613M4
881561Q72	88156CAA8
881561Q80	88156CAB6
881561Q98	88156CAJ9
881561R22	88156CAK6
881561R30	88156CAN0
Terwin 2006-4SL	88156CAP5
881561W91	88156CAQ3
881561X25	88156CAR1
881561X33	88156CAS9
881561X41	88156CAT7
881561X58	N/A139243
881561Y32	Terwin 2006-HF-1
881561Y73	881561R55
881561Y73	881561R63
881561Y81	881561R71
881561Y99	881561R89
881561Z23	881561R97
881561Z31	881561S21
Terwin 2006-6	881561S39
8815613C6	881561S54
8815612T0	881561S62
8815612U7	881561S88
8815612W3	881561S96
8815612X1	881561T20
8815612Y9	881561T38
8815613H5	881561T46
8815613J1	Truman 2004-1
8815613K8	897896AN6

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897896AP1	76110VBP2
897896AR7	BCC02F7A5
897896AS5	Home Loan Trust 1999-HI1
897896AT3	76110VBS6
N/A83176	76110VBT4
N/A83177	76110VBU1
Truman 2005-1	76110VBV9
897896BD7	76110VBW7
897896BE5	76110VBX5
897896BF2	BCC02RX36
897896BG0	SAMI 2003-AR1 STRUCTURED ASSET
N/A129365	MORTGAGE INVESTMENTS INC
N/A129366	86358HRV3
Truman 2006-1	86358HRW1
89789KAA3	86358HRX9
89789KAB1	86358HRY7
89789KAC9	86358HRZ4
89789KAD7	86358HSA8
N/A140743	86358HSB6
N/A140744	86358HSD2
RASC 2003-K10W RESIDENTIAL ASSET	86358HSE0
SECURITIES CORPORATION	86358HSF7
76110WVJ2	86358HSG5
Home Loan Trust 1998-HI2	86358HSH3
76110VBE7	86358HSJ9
76110VBF4	86358HSK6
76110VBG2	86358HSL4
76110VBHO	86358HSM2
76110VBJ6	86358HSN0
76110V8K3	SASC 2002-4H STRUCTURED ASSET
76110VBL1	SECURITIES CORPORATION
76110VBM9	86358RWY9
76110VBN7	86358RWZ6
	86358RXA0
	86358RXB8
	86358RXC6
	86358RXD4

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86358RXE2	55265KSR1
86358RXF9	55265KSS9
86358RXG7	55265KST7
86358RXH5	55265KSU4
86358RXJ1	55265KSV2
86358RXK8	55265KSW0
86358RXL6	55265KSX8
	55265KSY6
MASTR 2003-2 MASTR ASSET SECURITIZATION TRUST	55265KSZ3
55265KRL5	55265KTA7
55265KRM3	55265KTB5
55265KRN1	55265KTC3
55265KRP6	55265KTD1
55265KRQ4	55265KTE9
55265KRR2	55265KTF6
55265KRS0	
55265KRT8	MASTR 2003-3 MASTR ASSET SECURITIZATION TRUST
55265KRU5	55265KTG4
55265KRV3	55265KTH2
55265KRW1	55265KTJ8
55265KRX9	55265KTK5
55265KRY7	55265KTL3
55265KRZ4	55265KTM1
55265KSA8	55265KTN9
55265KSB6	55265KTP4
55265K SC4	55265KTQ2
55265KSD2	55265KTR0
55265KSE0	55265KTS8
55265KSF7	55265KTT6
55265KSG5	55265KTU3
55265KSH3	55265KTV1
55265KSJ9	55265KTW9
55265KSK6	55265KTX7
55265KSL4	55265KTY5
55265KSM2	55265KTZ2
55265KSN0	55265KUA5
55265KSP5	55265KUB3
55265KSQ3	55265KUC1

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55265KUD9	55265KVR7
55265KUE7	55265KVS5
55265KUG2	55265KVT3
55265KUH0	55265KVU0
55265KUK3	55265KVV8
55265KUJ6	55265KVV6
55265KUM9	55265KVX4
55265KUV9	55265KVY2
55265KUL1	55265KVZ9
55265KUW7	55265KWA3
55265KUN7	55265KWB1
55265KUP2	55265KWC9
55265KUQ0	55265KWD7
55265KUR8	55265KWE5
55265KUS6	55265KWF2
55265KUT4	55265KWG0
55265KUU1	55265KWH8
	55265KWJ4
MASTR 2003-4 MASTR ASSET SECURITIZATION TRUST	55265KWK1
55265KUX5	55265KWL9
55265KUY3	55265KWM7
55265KUZ0	55265KWN5
55265KVA4	55265KWP0
55265KVB2	55265KWQ8
55265KVC0	55265KWR6
55265KVD8	55265KWS4
55265KXD6	55265KWT2
55265KXE6	55265KWU9
55265KVF3	55265KWV7
55265KVG1	55265KWW5
55265KVH9	55265KWX3
55265KVJ5	55265KWY1
55265KVK2	55265KWZ8
55265KVL0	55265KXA2
55265KVM8	55265KXB0
55265KVN6	55265KXC8
55265KVP1	SMSC 1992-2
55265KVQ9	805570AE8

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**The Bank of New York Mellon
The Bank of New York Mellon Trust Company, N.A.**

805570AF5
BCC00UZ39
BCC00UZ47

SMSC 1992-3
805570AG3
805570AH1
BCC00W9V2
BCC00W9W0

SMSC 1992-4
805570A37
805570AK4
BCC00WZV3
BCC00WZW1

**SMSC 1992-6 SAXON MORTGAGE
SECURITIES CORPORATION**
805570AL2
805570AM0
BCC00XLC8

**SMSC 1994-2 SAXON MORTGAGE
SECURITIES CORPORATION**
805570DH8
805570DJ4
805570DK1
805570DL9
805570DM7
805570DN5
805570DP0
805570DQ8
805570DR6
805570DS4
805570DT2
805570DU9
805570DV7
805570DX3

805570DW5
805570DY1
805570DZ8
805570EA2
805570HV3
BCC01E3Y1

**RYMS 1991-15 RYLAND MORTGAGE
SECURITIES CORP.**
783766GU6
783766GT9
783766GV4
BCC00KBC7
BCC00KBD5

**RYMS 1991-16 RYLAND MORTGAGE
SECURITIES CORP.**
783766GX0
783766GW2
783766GZ5
783766GY8
BCC00FM44
BCC00FM51

**Residential Asset Acquisition Corp, Inc.,
NIM, 2006-RX1**

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**Deutsche Bank National Trust Company
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HarborView Mortgage Loan Trust 2006-SB1

<u>Class</u>	<u>Cusip</u>
A-1A	41162BAA1
A-1B	41162BAB9
M-1	41162BAC7
M-2	41162BAD5
M-3	41162BAE3
M-4	41162BAF0
M-5	41162BAG8
M-6	41162BAH6
M-7	41162BAJ2
C	41161BAK9
P	41161BAL7
R	41162BAM5
ES	

Greenwich 1991-4

<u>Class</u>	<u>Cusip</u>
A	00000CW06
B-1	00000CW07
B-2	00000CW08
S	00000CW09
R	00000CW10

MASTR Specialized Loan Trust 2004-1

<u>Class</u>	<u>Cusip</u>
A-1	576436AA7
A-2	576436AG4
M-1	576436AB5
M-2	576436AC3
M-3	576436AD1
M-4	576436AE9
B	576436AF6
CE	576436AJ8
R	576436AH2

Soundview Home Loan Trust 2005-B

<u>Class</u>	<u>Cusip</u>
REMIC-1	GC05SB105
R-1	GC05SB106
A-1	83611MHK7
A-2	83611MJE9
M-1	83611MHL5

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Deutsche Bank Trust Company Americas**

M-2	83611MHM3
M-3	83611MHN1
M-4	83611MHP6
M-5	83611MHQ4
M-6	83611MHR2
M-7	83611MHS0
M-8	83611MHT8
M-9	83611MHU5
M-10	83611MHV3
M-11	83611MHW1
M-12	83611MHX9
M-13	83611MHY7
M-14	83611MHZ4
M-15	83611MJA7
	C P R R-X

X

FNBA Mortgage Loan Trust 2004-AR1

<u>Class</u>	<u>Cusip</u>
A-1	30251YAA6
A-2	30251YAB4
A-3	30251YAC2
M-1	30251YAD0
M-2	30251YAE8
M-3	30251YAF5
C	30251YAJ7
P	30251YAK4
R	30251YAG3
R-X	30251YAH1
Y	30251YAL2

New Century Home Equity Loan Trust 2004-A

<u>Class</u>	<u>Cusip</u>
A-I-1	64352VHE4
A-I-2	64352VHF1
A-I-3	64352VHG9
A-I-4	64352VHH7
A-I-5	64352VHJ3
A-I-6	64352VHK0
A-I-7	64352VHL8
A-I-8	64352VHM6
A-I-9	64352VHN4
A-II-1	64352VGN5
A-II-2	64352VGP0

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A-II-3	64352VGQ8
A-II-4	64352VGR6
A-II-5	64352VGS4
A-II-6	64352VGT2
A-II-7	64352VGU9
A-II-8	64352VGV7
A-II-9	64352VGW5
A-III-A	64352VGZ8
A-III-B1	64352VHA2
A-III-B2	64352VHB0
M-I-1	64352VGK1
M-I-2	64352VGL9
B-I	64352VGM7
M-II	64352VGX3
B-II	64352VGY1
M-III	64352VHC8
B-III	64352VHD6
CE-I	
CE-II	
CE-III	
P-I	
P-II	
P-III	
R-I	
R-II	
R-III	
R-X	

Soundview Home Loan Trust 2005-A

<u>Class</u>	<u>Cusip</u>
A	83611PAU5
M-1	83611PAV3
M-2	83611PAW1
M-3	83611PAX9
M-4	83611PAY7
M-5	83611PAZ4
M-6	83611PBA8
M-7	83611PBB6
M-8	83611PBC4
M-9	83611PBD2
M-10	83611PBE0
M-11	83611PBF7
B-1	83611PBG5
B-2	83611PBH3
B-3	83611PBJ9
B-4	83611PBK6
R	83611PBL4

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

R-X	83611PBM2
C	
P	
X	

MASTR SPECIALIZED LOAN TRUST 2007-01 Mortgage Pass-Through Certificates

<u>Class</u>	<u>Cusip</u>
A	57645KAA4
M1	57645KAB2
M2	57645KAC0
M3	57645KAD8
M4	57645KAE6
M5	57645KAF3
M6	57645KAG1
M7	57645KAH9
M8	57645KAJ5
M9	57645KAK2
B1	57645KAL0
B2	57645KAM8
B3	57645KAN6
AP	
CE	
R	

Greenpoint Mortgage Funding Trust 2005-HE4

<u>Class</u>	<u>Cusip</u>
IA-1	39538WDC9
IIA-1a	39538WDD7
IIA-1b	39538WDW5
IIA-1c	39538WDX3
IIA-2c	39538WDE5
IIA-3c	39538WDF2
IIA-4c	39538WDG0
IIA-4c-1	GC05G4112
IIA-4c-2	GC05G4113
M-1	39538WDH8
M-2	39538WDJ4
M-3	39538WDK1
M-4	39538WDL9
M-5	39538WDM7
M-6	39538WDN5
M-7	39538WDP0
M-8	39538WDQ8
M-9	39538WDR6
M-10	39538WDS4
M-11	39538WDT2
B-1	39538WDU9

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Deutsche Bank Trust Company Americas**

B-2	39538WDV7
C	
G	
G-1	
G-2	
R	
R-X	

Ace Securities Corp. 1999-A

<u>Class</u>	<u>Cusip</u>
A	004420AA3
R	

Soundview 2003-2

<u>Class</u>	<u>Cusip</u>
A-1A	83611MAN8
A-1B	83611MAP3
A-2	83611MAQ1
M-1	83611MAR9
M-2	83611MAS7
M-3	83611MAT5
M-4	83611MAU2
M-5	83611MAV0
M-6	83611MAW8
B	83611MAM0
C	
P	
R	

MASTR SPECIALIZED LOAN TRUST 2007-02 Mortgage Pass-Through Certificates

<u>Class</u>	<u>Cusip</u>
A	55291QAA2
M-1	55291QAB0
M-2	55291QAC8
M-3	55291QAD6
M-4	55291QAE4
M-5	55291QAF1
M-6	55291QAG9
M-7	55291QAH7
M-8	55291QAJ3
M-9	55291QAK0
B-1	55291QAL8
B-2	55291QAM6
CE	
A-P	
R	

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

American Home Mortgage Securities LLC Trust 2005-1

Cusip	Class
02660TCZ4	I-A-1
02660TDA8	I-A-2
02660TEA7	I-A-3
02660TDB6	II-A-1
02660TDC4	II-A-2
02660TDD2	III-A-1
02660TDE0	III-A-2
02660TDF7	IV-A-1
02660TEB5	IV-A-2
02660TDG5	V-A-1
02660TEC3	V-A-2
02660TDH3	VI-A
02660TDJ9	VII-A-1
02660TED1	VII-A-2
02660TDK6	VIII-A-1
02660TDL4	VIII-A-2
02660TDM2	M-1
02660TDN0	M-2
02660TDP5	M-3
02660TDQ3	M-4
02660TDR1	M-5
02660TDS9	M-6
02660TEE9	M-7
02660TEF6	M-8
02660TDT7	VIII-M-1
02660TDU4	VIII-M-2
02660TDV2	VIII-M-3
02660TDW0	VIII-M-4
02660TDX8	VIII-M-5
02660TDY6	VIII-M-6
02660TDZ3	IX-A
02660TEG4	B
02660TEH2	N
02660TEJ8	OT

American Home Mortgage Securities LLC Trust 2005-2

Cusip	Class
02660TEK5	I-A-1
02660TEL3	I-A-2
02660TEM1	I-A-3
02660TEN9	II-A-1
02660TFN8	II-A-2
02660TFP3	II-A-3
02660TEP4	III-A
02660TEQ2	IV-A-1

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

02660TFG3	IV-A-2
02660TFH1	IV-A-3
02660TEW9	M-1
02660TEX7	M-2
02660TEY5	M-3
02660TEZ2	M-4
02660TFA6	M-5
02660TER0	V-A-1
02660TES8	V-A-2
02660TET6	V-A-3
02660TFK4	V-A-4A
02660TFL2	V-A-4B
02660TFJ7	V-A-4C
02660TFM0	V-A-4D
02660TFB4	V-M-1
02660TFC2	V-M-2
02660TFD0	V-M-3
02660TFE8	V-M-4
02660TEV1	VI-A
02660TFQ1	B
02660TFF5	V-M-5
02660TFS7	V-B
02660TFT5	N-1
02660TFU2	N-2
AH0502001	OT

Impac CMB Trust 2002-9F

Cusip	Class
45254NDK0	A-1
45254NDL8	A-IO
45254NDM6	M-1
45254NDN4	M-2
45254NDP9	B
IM0209101	Cert

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2002-2

Cusip	Class
IM02S2101	LTA1
IM02S2102	LTA2
IM02S2103	LTA3
IM02S2104	LTA4
IM02S2105	LTA6
IM02S2106	LTA7
IM02S2107	LTMB
IM02S2108	LTIO
IM02S2109	LTPO
IM02S2110	LTP

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

IM02S2111	LTR2
IM02S2112	REMIC1
45254TLB8	A-1
45254TLC6	A-2
45254TLD4	A-3
45254TLE2	A-4
45254TLF9	A-5
45254TLG7	A-6
45254TLT9	A-7
45254TLJ1	A-PO
45254TLH5	A-IO
45254TLK8	R
45254TLL6	M-1
45254TLM4	M-2
45254TLN2	M-3
45254TLQ5	B-1
45254TLR3	B-2
45254TLS1	B-3
45254TLP7	P
IM02S2301	R-1
IM02S2302	R-2

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2002-3

Cusip	Class
IM02S3LT1	LT-1
IM02S3LT2	LT-2
IM02S3LT3	LT-3
IM02S3LT4	LT-4
IM02S3LT5	LT-5
IM02S3LTP	LT-P
IM02S3LR1	R-1
IM02S3RM1	REMIC1
IM02S3RM2	REMIC2
IM02S3MAA	MT-AA
IM02S3MA1	MT-A1
IM02S3MA2	MT-A2
IM02S3MA3	MT-A3
IM02S3MA4	MT-A4
IM02S3MM1	MT-M1
IM02S3MM2	MT-M2
IM02S3MTB	MT-B
IM02S3MZZ	MT-ZZ
IM02S3MIO	MT-IO
IM02S3MTP	MT-P
IM02S3MTJ	MT-J
IM02S3MR2	R-2
45254TLU6	A-1

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**Deutsche Bank National Trust Company
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45254TLV4	A-2
45254TLW2	A-3
45254TLX0	A-4
45254TLY8	A-IO
45254TLZ5	M-1
45254TMA9	M-2
45254TMB7	B
45254TMD3	C
45254TMC5	P
45254TME1	R-3

PFCA Home Equity Investment Trust 2002-IFC4

Cusip	Class
IM02U11A1	A
IM02U11B1	B
IM02U11P1	P
IM02U11R1	R
IM02U11B2	B-1
IM02U11B3	B-2

PFCA Home Equity Investment Trust 2002-IFC4

Cusip	Class
IM02U2LA1	A-LT
IM02U2LB1	B-LT
IM02U2LP1	P-LT
IM02U2LR1	R-LT
IM02U2LB2	B-1LT
IM02U2LB3	B-2LT
IM02U21A1	A
IM02U21B1	B
IM02U21P1	P
IM02U21R1	R
IM02U21B2	B-1
IM02U21B3	B-2

Impac CMB Trust 2003-2F

Cusip	Class
45254NDQ7	A-1
45254NDR5	A-IO
45254NDS3	M-1
45254NDT1	M-2
45254NDU8	B
IM0302101	Cert

Impac CMB Trust 2003-4

Cusip	Class
45254NED5	1-A-1

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45254NEF0	2-A-1
45254NEG8	3-A-1
45254NEH6	3-A-IO
45254NEJ2	3-M-1
45254NEK9	3-M-2
45254NEE3	1-B-1
45254NEL7	3-B-1
IM0304101	Cert

Impac CMB Trust 2003-9F

Cusip	Class
45254NFL6	A-1
45254NFM4	A-IO
45254NFN2	M
IM0309101	Cert

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2003-1

Cusip	Class
IM03S1LT1	LT-1
IM03S1LT2	LT-2
IM03S1LT3	LT-3
IM03S1LT4	LT-4
IM03S1LT5	LT-5
IM03S1LTP	LT-P
IM03S1LR1	R-1
IM03S1MAA	MT-AA
IM03S1MA1	MT-A1
IM03S1MM1	MT-M1
IM03S1MM2	MT-M2
IM03S1MTB	MT-B
IM03S1MZZ	MT-ZZ
IM03S1MIO	MT-IO
IM03S1MTP	MT-P
IM03S1MR2	R-2
45254TMF8	A-1
45254TMG6	A-IO
45254TMH4	M-1
45254TMJ0	M-2
45254TMK7	B
45254TMM3	C
45254TML5	P
45254TMN1	R-3

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2003-3

Cusip	Class
IM03S3LR0	REMIC1
IM03S3LT1	LT-1

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**Deutsche Bank National Trust Company
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IM03S3LT2	LT-2
IM03S3LT3	LT-3
IM03S3LT4	LT-4
IM03S3LT5	LT-5
IM03S3LTP	LT-P
IM03S3LR1	R-1
IM03S3MR0	REMIC2
IM03S3MAA	MT-AA
IM03S3MA1	MT-A1
IM03S3MM1	MT-M1
IM03S3MM2	MT-M2
IM03S3MTB	MT-B
IM03S3MZZ	MT-ZZ
IM03S3MIO	MT-IO
IM03S3MTP	MT-P
IM03S3MR2	R-2
45254TNG5	A-1
45254TNH3	A-IO
45254TNJ9	M-1
45254TNK6	M-2
45254TNL4	B
45254TNN0	C
45254TNM2	P
45254TNP5	R-3

Impac CMB Trust 2004-4

Cusip	Class
45254NHS9	1-A-1
45254NHT7	1-A-2
45254NHU4	1-A-3
45254NJB4	2-A-1
45254NJF5	2-A-2
45254NHV2	1-M-1
45254NHW0	1-M-2
45254NHX8	1-M-3
45254NHY6	1-M-4
45254NHZ3	1-M-5
45254NJA6	1-M-6
45254NJC2	2-M-1
45254NJD0	2-M-2
45254NJE8	2-B
IM0404101	Cert

Impac CMB Trust 2004-5

Cusip	Class
45254NJG3	1-A-1
45254NJH1	1-A-2

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**Deutsche Bank National Trust Company
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45254NJJ7	1-A-3
45254NJR9	2-A
45254NJK4	1-M-1
45254N JL2	1-M-2
45254NJM0	1-M-3
45254N JN8	1-M-4
45254NJP3	1-M-5
45254N JQ1	1-M-6
45254NJS7	2-M-1
45254NJT5	2-M-2
45254N JU2	2-B
IM0405101	Cert

Impac CMB Trust 2004-7

Cusip	Class
45254NKF3	1-A-1
45254NKG1	1-A-2
45254N KJ5	2-A
45254NKK2	M-1
45254NKL0	M-2
45254NKM8	M-3
45254NKN6	M-4
45254NKP1	M-5
IM0407101	CERT
IM0407M11	M-1-1
IM0407M12	M-2-1
IM0407M13	M-3-1
IM0407M14	M-4-1
IM0407M15	M-5-1
IM0407M21	M-1-2
IM0407M22	M-2-2
IM0407M23	M-3-2
IM0407M24	M-4-2
IM0407M25	M-5-2

Impac CMB Trust 2004-8

Cusip	Class
45254N KQ9	1-A
45254NKR7	2-A-1
45254NKS5	2-A-2
45254NKT3	3-A
45254N KU0	3-M-1
45254N KV8	3-M-2
45254N KW6	3-B
IM0408101	CERT

Impac CMB Trust 2004-10

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
45254NLJ4	1-A-1
45254NLK1	1-A-2
45254NLL9	2-A
45254NLM7	3-A-1
45254NLN5	3-A-2
45254NLP0	4-A-1
45254NLQ8	4-A-2
45254NLR6	3-M-1
45254NLS4	3-M-2
45254NLT2	3-M-3
45254NLU9	3-M-4
45254NLV7	3-M-5
45254NLW5	4-M-1
45254NLX3	4-M-2
45254NLY1	4-B
IM0410101	CERT

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series

2004-1 Cusip	Class
IM04S1101	REMIC1
IM04S1102	REMIC2
45254TNT7	A-1
45254TNU4	A-2
45254TNV2	A-3
45254TNW0	A-4
45254TNX8	A-5
45254TNY6	A-6
45254TNZ3	A-IO
45254TPA6	M-1
45254TPB4	M-2
45254TPC2	M-3
45254TPD0	C
45254TPE8	P
45254TPF5	R

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2004-

2 Cusip	Class
IM04S2101	REMIC1
45254TPG3	A-1
45254TPH1	A-2
45254TPJ7	A-3
45254TPK4	A-4
45254TPL2	A-5
45254TPM0	A-6
45254TPN8	M-1
45254TPP3	M-2

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45254TPQ1	M-3
45254TPR9	C
45254TPS7	P
45254TPT5	R

Impac CMB Trust 2005-1

Cusip	Class
45254NML8	1-A-1
45254NMM6	1-A-2
45254NMN4	2-A-1
45254NMP9	2-A-2
IM0501101	CERT
IM0501102	M-1-1
IM0501103	M-2-1
IM0501104	M-3-1
IM0501105	M-4-1
IM0501106	M-5-1
IM0501107	M-6-1
IM0501108	M-1-2
IM0501109	M-2-2
IM0501110	M-3-2
IM0501111	M-4-2
IM0501112	M-5-2
IM0501113	M-6-2
IM0501114	B-1
IM0501115	B-2
IM0501116	A-IO-1
IM0501117	A-IO-2
45254NMR5	M-1
45254NMS3	M-2
45254NMT1	M-3
45254NMU8	M-4
45254NMV6	M-5
45254NMW4	M-6
45254NMX2	B
45254NMQ7	A-IO

Impac CMB Trust 2005-4

Cusip	Class
45254NPA9	1-A-1A
45254NPB7	1-A-1B
45254NPC5	1-A-2
45254NPD3	1-A-IO
45254NPE1	2-A-1
45254NPF8	2-A-2
45254NPG6	1-M-1
45254NPH4	1-M-2

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45254NPJ0	1-M-3
45254NPK7	1-M-4
45254NPL5	1-M-5
45254NPM3	1-M-6
45254NPN1	2-M-1
45254NPP6	2-M-2
45254NPQ4	1-B-1
45254NPR2	1-B-2
45254NPS0	2-B-1
45254NPT8	2-B-2
IM0504101	CERT

Impac CMB Trust 2005-5

Cusip	Class
45254NPU5	A-1
45254NPV3	A-2
45254NPW1	A-3W
45254NQF7	A-4
45254NPX9	A-IO
45254NPY7	M-1
45254NPZ4	M-2
45254NQA8	M-3
45254NQB6	M-4
45254NQC4	M-5
45254NQD2	M-6
45254NQE0	B
IM0505101	CERT

Impac CMB Trust 2005-7

Cusip	Class
45254NQX8	A-1
45254NQY6	A-2
45254NQZ3	M-1
45254NRA7	M-2
45254NRB5	M-3
45254NRC3	M-4
45254NRD1	M-5
45254NRE9	M-6
45254NRF6	B
IM0507101	CERT

Impac CMB Trust 2005-8

Cusip	Class
45254NRG4	1-A
45254NRJ8	1-A-IO
45254NRK5	1-M-1
45254NRL3	1-M-2

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

45254NRM1	1-M-3
45254NRN9	1-M-4
45254NRP4	1-M-5
45254NRQ2	1-M-6
45254NRR0	1-M-7
45254NRS8	1-B
45254NRT6	2-A
45254NRV1	2-M-1
45254NRW9	2-M-2
45254NRX7	2-M-3
45254NRY5	2-B
45254NRH2	1-AM
45254NRU3	2-AM
IM0508101	CERT

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2006-1

Cusip	Class
IM06S1102	REMIC1
IM06S1103	R-I
IM06S1104	REMIC2
IM06S1105	R-II
IM06S1106	REMIC3
IM06S1107	R-III
45254TTJ3	1-A-1-1
45254TUD4	1-A-1-2
45254TTK0	1-A-2A
45254TTL8	1-A-2B
45254TTM6	1-A-2C
45254TTN4	2-A-1
45254TTP9	2-A-2
45254TTQ7	1-M-1
45254TTR5	1-M-2
45254TTS3	1-M-3
45254TTT1	1-M-4
45254TTU8	1-M-5
45254TTV6	1-M-6
45254TTW4	1-M-7
45254TTX2	1-M-8
45254TTY0	2-M-1
45254TTZ7	2-M-2
45254TUA0	2-M-3
45254TUB8	1-B
45254TUC6	2-B
45254TUH5	C-R
45254TUJ1	C-M
45254TUF9	P-R
45254TUG7	P-M

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**Deutsche Bank National Trust Company
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45254TUE2	R
IM06S1108	1-IO
IM06S1109	2-IO

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2006-

2 Cusip	Class
IM06S2102	REMIC1
IM06S2103	R-I
IM06S2104	REMIC2
IM06S2105	R-II
IM06S2106	REMIC3
IM06S2107	R-III
45256VAA5	1-A1-1
45256VAB3	1-A1-2
45256VAC1	1-A2-A
45256VAD9	1-A2-B
45256VAE7	1-A2-C
45256VAQ0	2-A-1
45256VAR8	2-A-2
45256VAF4	1-M-1
45256VAG2	1-M-2
45256VAH0	1-M-3
45256VAJ6	1-M-4
45256VAK3	1-M-5
45256VAL1	1-M-6
45256VAM9	1-M-7
45256VAN7	1-M-8
45256VAS6	2-M-1
45256VAT4	2-M-2
45256VAU1	2-M-3
45256VAP2	1-B
45256VAV9	2-B
45256VBA4	C-R
45256VBC0	C-M
45256VAY3	P-R
45256VAZ0	P-M
45256VAX5	R

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2006-

3 Cusip	Class
IM06S3102	REMIC1
IM06S3103	R-I
IM06S3104	REMIC2
IM06S3105	R-II
45255RAA5	A-1
45255RAB3	A-2
45255RAT4	A-2M

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

45255RAC1	A-3
45255RAD9	A-3M
45255RAE7	A-4
45255RAU1	A-4M
45255RAV9	A-5
45255RAW7	A-5M
45255RAX5	A-6
45255RAY3	A-6M
45255RAZ0	A-7
45255RAF4	M-1
45255RAG2	M-2
45255RAH0	M-3
45255RAJ6	M-4
45255RAK3	M-5
45255RAL1	M-6
45255RAM9	M-7
45255RAN7	M-8
45255RAP2	B
45255RAR8	C
45255RAQ0	P
45255RAS6	R

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2006-4

Cusip	Class
IM06S4102	REMIC1
IM06S4103	R-I
IM06S4104	REMIC2
IM06S4105	R-II
45257BAA8	A-1
45257BAB6	A-2A
45257BAC4	A-2B
45257BAD2	A-2C
45257BAE0	A-M
45257BAF7	M-1
45257BAG5	M-2
45257BAH3	M-3
45257BAJ9	M-4
45257BAK6	M-5
45257BAL4	M-6
45257BAM2	M-7
45257BAN0	M-8
45257BAP5	B
45257BAQ3	C
45257BAR1	P
45257BAS9	R

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2006-5

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
IM06S5101	REMIC1
IM06S5102	R-1
IM06S5103	REMIC2
IM06S5104	R-2
IM06S5105	REMIC3
IM06S5106	R-3
45257EAA2	1-A1-A
45257EAB0	1-A1-B
45257EAC8	1-A1-C
45257EAD6	1-AM
45257EAE4	2-A
45257EAF1	1-M-1
45257EAG9	1-M-2
45257EAH7	1-M-3
45257EAJ3	1-M-4
45257EAK0	1-M-5
45257EAL8	1-M-6
45257EAM6	1-M-7
45257EAN4	1-M-8
45257EAP9	1-B
45257EAR5	1-C
45257EAS3	2-C
45257EAT1	1-P
45257EAU8	2-P
45257EAQ7	R

IMPAC CMB Trust Series 2007-A

Cusip	Class
452550AA4	A
452550AB2	M-1
452550AC0	M-2
452550AD8	M-3
452550AE6	M-4
IM070A101	OWNER

Impac Secured Assets Corp. Mortgage Pass-Through Certificates Series 2007-3

Cusip	Class
IM07S3101	REMIC1
IM07S3104	R-1
IM07S3102	REMIC2
IM07S3105	R-2
45257VAA4	A1-A
45257VAB2	A1-B
45257VAC0	A1-C
45257VAD8	AM
45257VAE6	M-1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

45257VAF3	M-2
45257VAG1	M-3
45257VAH9	M-4
45257VAJ5	M-5
45257VAK2	M-6
45257VAL0	M-7
45257VAM8	M-8
45257VAN6	B
45257VAP1	C
45257VAQ9	P
45257VAR7	R
IM07S3103	IO

Southwest Savings 1988-1

Cusip	Class
00000LN76	MORTGAGE
00000LN75	RESIDUAL
00000LN72	A
00000LN73	B
00000LN74	C

PFCA Home Equity Investment Trust 2002-IFC4

Cusip	Class
UB03I21A1	A
UB03I21B1	B
UB03I21P1	P
UB03I21R1	R

PFCA Home Equity Investment Trust 2002-IFC4

Cusip	Class
UB03I31A1	A
UB03I31B1	B
UB03I31P1	P
UB03I31R1	R
UB03I31B2	B-1
UB03I31B3	B-2

PFCA Home Equity Investment Trust 2002-IFC4

Cusip	Class
UB03I41A1	A
UB03I41B1	B
UB03I41P1	P
UB03I41R1	R
UB03I41B2	B-1
UB03I41B3	B-2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Residential Accredit Loans, Inc. 1999-QS4

Cusip	Class
76110FG98	A1
76110FH22	AP
76110FH30	AV
76110FH48	R
76110FH55	M1
76110FH63	M2
76110FH71	M3
76110FH89	B1
76110FH97	B2
76110FJ20	B3

Residential Asset Securities Corp. 2001-KS3

Cusip	Class
76110WLX2	AI1
76110WLY0	AI2
76110WLZ7	AI3
76110WMA1	AI4
76110WMB9	AI5
76110WMC7	AI6
76110WMD5	AIIO
76110WME3	AII
76110WMF0	MI1
76110WMG8	MI2
76110WMH6	MI3
76110WMJ2	MII1
76110WMK9	MII2
76110WML7	MII3
76110WMM5	SBI
76110WMN3	SBII
	RI
	RIA
	RII
	RIII

Residential Accredit Loans, Inc. 2001-QS13

Cusip	Class
76110GNX5	A1
76110GNY3	AP
76110GNZ0	AV
76110GPA3	R
76110GPB1	M1
76110GPC9	M2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GPD7	M3
76110GPE5	B1
76110GPF2	B2
76110GPG0	B3

Residential Accredit Loans, Inc. 2001-QS16

Cusip	Class
76110GRY9	A1
76110GRZ6	A2
76110GSA0	A3
76110GSB8	A4
76110GSC6	A5
76110GSD4	A6
76110GSE2	A7
76110GSF9	A7A
76110GSG7	AP
76110GSH5	AV
76110GSJ1	RI
76110GSK8	RII
76110GSL6	M1
76110GSM4	M2
76110GSN2	M3
76110GSP7	B1
76110GSQ5	B2
76110GSR3	B3

Residential Accredit Loans, Inc. 2001-QS17

Cusip	Class
76110GSS1	A1
76110GST9	A2
76110GSU6	A2A
76110GSV4	A3
76110GSW2	A4
76110GSX0	A5
76110GSY8	A6
76110GSZ5	A7
76110GTA9	A8
76110GTB7	A9
76110GTC5	A9A
76110GTD3	A10
76110GTE1	A11
76110GTF8	AP
76110GTG6	AV
76110GTH4	RI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GTJ0	RII
76110GTK7	M1
76110GTL5	M2
76110GTM3	M3
76110GTN1	B1
76110GTP6	B2
76110GTQ4	B3

Residential Accredit Loans, Inc. 2001-QS18

Cusip	Class
76110GTR2	A1
76110GTS0	A2
76110GTT8	A3
76110GTU5	A4
76110GTV3	A5
76110GTW1	A6
76110GTX9	A7
76110GTY7	A8
76110GTZ4	A9
76110GUA7	A10
76110GUB5	A11
76110GVB4	A12
76110GUE9	R
76110GUC3	AP
76110GUD1	AV
76110GUF6	M1
76110GUG4	M2
76110GUH2	M3
76110GUJ8	B1
76110GUK5	B2
76110GUL3	B3

Residential Accredit Loans, Inc. 2001-QS19

Cusip	Class
76110GUM1	A1
76110GUN9	A2
76110GUP4	A3
76110GUQ2	A4
76110GUR0	A5
76110GUT6	AV
76110GUS8	AP
76110GUV1	M1
76110GUW9	M2
76110GUX7	M3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GUY5	B1
76110GUZ2	B2
76110GVA6	B3
76110GUU3	R

Residential Asset Securities Corp. 2002-KS1

Cusip	Class
76110WMS2	AI1
76110WMT0	AI2
76110WMU7	AI3
76110WMV5	AI4
76110WMW3	AI5
76110WMX1	AI6
76110WMY9	AI1A
76110WMZ6	AI1B
76110WNA0	SBI
76110WNB8	SBII
	RI
	RII
	RIII
	RIV

Residential Asset Securities Corp. 2002-KS2

Cusip	Class
76110WNC6	AI1
76110WND4	AI2
76110WNE2	AI3
76110WNF9	AI4
76110WNG7	AI5
76110WNH5	AI6
76110WNJ1	AI1O
76110WNN2	AI1A
76110WNP7	AI1B
76110WNK8	MI1
76110WNL6	MI2
76110WNM4	MI3
76110WNQ5	MII1
76110WNR3	MII2
76110WNS1	MII3
76110WNT9	SBI
76110WNU6	SBII
	RI
	RII
	RIII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

R IV

Residential Accredit Loans, Inc. 2002-QS1

Cusip	Class
76110GVC2	A1
76110GVD0	A2
76110GVE8	A3
76110GVF5	A4
76110GVG3	A5
76110GVH1	A5A
76110GVJ7	A6
76110GVK4	A7
76110GVL2	A8
76110GVM0	A9
76110GVN8	AP
76110GVP3	AV
76110GVQ1	RI
76110GVR9	RII
76110GVS7	M1
76110GVT5	M2
76110GVU2	M3
76110GVV0	B1
76110GVW8	B2
76110GVX6	B3

Residential Accredit Loans, Inc. 2002-QS2

Cusip	Class
76110GVY4	A1
76110GVZ1	A2
76110GWA5	A3
76110GWB3	A4
76110GWC1	AP
76110GWD9	AV
76110GWE7	R
76110GWF4	M1
76110GWG2	M2
76110GWH0	M3
76110GWJ6	B1
76110GWK3	B2
76110GWL1	B3

Residential Accredit Loans, Inc. 2002-QS3

Cusip	Class
76110GWM9	A1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GWN7	A2
76110GWP2	A3
76110GWQ0	A4
76110GWR8	A5
76110GWS6	A6
76110GWT4	A7
76110GWU1	A8
76110GWV9	A9
76110GWW7	A10
76110GWX5	A11
76110GWY3	A11A
76110GWZ0	A12
76110GXE6	M1
76110GXF3	M2
76110GXF3	M2
76110GXG1	M3
76110GXH9	B1
76110GXJ5	B2
76110G XK2	B3
76110GXB2	AV
76110GXA4	AP
76110GXC0	RI
76110GXD8	RII

Residential Accredit Loans, Inc. 2002-QS4

Cusip	Class
76110GXL0	A1
76110GXM8	A2
76110GXN6	A3
76110GXP1	A4
76110GXQ9	AP
76110GXR7	AV
76110GXS5	R
76110GXT3	M1
76110GXU0	M2
76110GXV8	M3
76110GXW6	B1
76110GXX4	B2
76110GXY2	B3

Residential Accredit Loans, Inc. 2002-QS5

Cusip	Class
76110GXZ9	A1
76110GYA3	A2
76110GYB1	A3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GYC9	A4
76110GYD7	A5
76110GYE5	A6
76110GYF2	A7
76110GYG0	A8
76110GYH8	A9
76110GYJ4	A10
76110GYK1	A11
76110GYL9	A12
76110GYM7	AP
76110GYN5	AV
76110GYP0	RI
76110GYQ8	RII
76110GYR6	M1
76110GYS4	M2
76110GYT2	M3
76110GYU9	B1
76110GYV7	B2
76110GYW5	B3

Residential Accredit Loans, Inc. 2002-QS6

Cusip	Class
76110GYX3	A1
76110GYY1	A2
76110GYZ8	A3
76110GZA2	A4
76110GZB0	A5
76110GZC8	A6
76110GZD6	A7
76110GZE4	A8
76110GZF1	A9
76110GZG9	A10
76110GZH7	A11
76110GZJ3	A12
76110GZK0	A13
76110GZL8	AP
76110GZM6	AV
76110GZN4	RI
76110GZP9	RII
76110GZQ7	M1
76110GZR5	M2
76110GZS3	M3
76110GZT1	B1
76110GZU8	B2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GZV6 B3

Residential Accredit Loans, Inc. 2002-QS7

Cusip	Class
76110GB67	A1
76110GB75	A2
76110GB83	A3
76110GB91	A4
76110GC25	A5
76110GC33	A6
76110GC41	A7
76110GC58	A8
76110GC66	A9
76110GC74	A10
76110GC82	A11
76110GC90	A12
76110GD24	A13
76110GD32	A14
76110GD40	A15
76110GD57	A16
76110GD65	AP
76110GD73	AV
76110GD81	RI
76110GD99	RII
76110GE23	M1
76110GE31	M2
76110GE49	M3
76110GE56	B1
76110GE64	B2
76110GE72	B3

Residential Accredit Loans, Inc. 2002-QS8

Cusip	Class
76110GZW4	A1
76110GZX2	A2
76110GZY0	A3
76110GZZ7	A4
76110GA27	A5
76110GA35	A6
76110GA43	AP
76110GA50	AV
76110GA68	RI
76110GA76	RII
76110GA84	M1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GA92	M2
76110GB26	M3
76110GB34	B1
76110GB42	B2
76110GB59	B3

Residential Accredit Loans, Inc. 2002-QS9

Cusip	Class
76110GE80	A1
76110GE98	A2
76110GF22	A3
76110GF30	A4
76110GF48	A5
76110GF55	A6
76110GF63	A7
76110GF71	A8
76110GF89	A9
76110GF97	A10
76110GG21	AP
76110GG39	AV
76110GG96	B1
76110GH20	B2
76110GH38	B3
76110GG62	M1
76110GG70	M2
76110GG88	M3
76110GG47	RI
76110GG54	RII

Residential Accredit Loans, Inc. 2002-QS10

Cusip	Class
76110GK67	A1
76110GK75	A2
76110GK83	A3
76110GK91	A4
76110GL25	A5
76110GL33	A6
76110GL41	A7
76110GL58	A8
76110GL66	A9
76110GL74	A10
76110GL82	A11
76110GL90	A12
76110GM32	AP

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GM40	AV
76110GM57	RI
76110GM65	RII
76110GM73	M1
76110GM81	M2
76110GM99	M3
76110GN23	B1
76110GN31	B2
76110GN49	B3

Residential Accredit Loans, Inc. 2002-QS11

Cusip	Class
76110GH46	A1
76110GH53	A2
76110GH61	A3
76110GH79	A4
76110GH87	A5
76110GH95	A6
76110GJ28	A7
76110GJ36	A8
76110GJ44	AP
76110GJ51	AV
76110GJ69	RI
76110GJ77	RII
76110GJ85	M1
76110GJ93	M2
76110GK26	M3
76110GK34	B1
76110GK42	B2
76110GK59	B3

Residential Accredit Loans, Inc. 2002-QS12

Cusip	Class
76110GQ87	A1
76110GQ95	A2
76110GR29	A3
76110GR37	A4
76110GR45	A5
76110GR52	A6
76110GR60	A7
76110GR78	A8
76110GR86	A9
76110GR94	A10
76110GS28	AP

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GS36	AV
76110GS44	RI
76110GS51	RII
76110GS69	M1
76110GS77	M2
76110GS85	M3
76110GS93	B1
76110GT27	B2
76110GT35	B3

Residential Accredit Loans, Inc. 2002-QS13

Cusip	Class
76110GN56	A1
76110GN64	A2
76110GN72	A3
76110GN80	A4
76110GN98	A5
76110GP21	A6
76110GP39	A7
76110GQ79	A7A
76110GP47	A8
76110GP54	AP
76110GP62	AV
76110GP70	RI
76110GP88	RII
76110GP96	M1
76110GQ20	M2
76110GQ38	M3
76110GQ46	B1
76110GQ53	B2
76110GQ61	B3

Residential Accredit Loans, Inc. 2002-QS14

Cusip	Class
76110GT43	A1
76110GT50	A2
76110GT68	A3
76110GT76	A4
76110GT84	A5
76110GT92	A6
76110GU25	A7
76110GU33	A8
76110GU41	A9
76110GU58	A10

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110GU66	A11
76110GU74	A12
76110GU82	AP
76110GU90	AV
76110GV24	RI
76110GV32	RII
76110GV40	M1
76110GV57	M2
76110GV65	M3
76110GV73	B1
76110GV81	B2
76110GV99	B3

Residential Accredit Loans, Inc. 2002-QS15

Cusip	Class
76110GX63	CB
76110GX71	NB1
76110GX89	NB2
76110GX97	NB3
76110GY21	AP
76110GY39	AV
76110GY47	RI
76110GY54	RII
76110GY62	M1
76110GY70	M2
76110GY88	M3
76110GY96	B1
76110GZ20	B2
76110GZ38	B3

Residential Accredit Loans, Inc. 2002-QS16

Cusip	Class
76110GW23	A1
76110GW31	A2
76110GW49	A3
76110GW56	AP
76110GW64	AV
76110GW72	R
76110GW80	M1
76110GW98	M2
76110GX22	M3
76110GX30	B1
76110GX48	B2
76110GX55	B3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Residential Accredit Loans, Inc. 2002-QS17

Cusip	Class
76110G2E0	CB1
76110G2F7	CB2
76110G2G5	NB1
76110GZ46	NB2
76110GZ53	AP
76110GZ61	AV
76110GZ79	R
76110GZ87	M1
76110GZ95	M2
76110G2A8	M3
76110G2B6	B1
76110G2C4	B2
76110G2D2	B3

Residential Accredit Loans, Inc. 2002-QS18

Cusip	Class
76110G2H3	A1
76110G2J9	AP
76110G2K6	AV
76110G2L4	R
76110G2M2	M1
76110G2N0	M2
76110G2P5	M3
76110G2Q3	B1
76110G2R1	B2
76110G2S9	B3

Residential Accredit Loans, Inc. 2002-QS19

Cusip	Class
76110G2T7	A1
76110G2U4	A2
76110G2V2	A3
76110G2W0	A4
76110G2X8	A5
76110G2Y6	A6
76110G2Z3	A7
76110G3A7	A8
76110G3B5	AP
76110G3C3	AV
76110G3D1	RI
76110G3E9	RII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110G3F6	M1
76110G3G4	M2
76110G3H2	M3
76110G3J8	B1
76110G3K5	B2
76110G3L3	B3

Residential Asset Mortgage Products, Inc. 2002-RM1

Cusip	Class
760985PX3	AI1
760985PY1	AI2
760985PZ8	AI3
760985QA2	API
760985QB0	AVI
760985QC8	AII
760985QD6	APII
760985QE4	AVII
760985QF1	AIII
760985QG9	RI
760985QH7	RII
760985QJ3	RIII
760985QK0	RIV
760985QL8	MI1
760985QM6	MI2
760985QN4	MI3
760985QP9	MII1
760985QQ7	MII2
760985QR5	MII3
760985QS3	MIII1
760985QT1	MIII2
760985QU8	MIII3
760985QV6	BI1
760985QW4	BI2
760985QX2	BI3
760985QY0	BII1
760985QZ7	BII2
760985RA1	BII3
760985RB9	BIII1
760985RC7	BIII2
760985RD5	BIII3

Residential Accredit Loans, Inc. 2003-QS1

Cusip	Class
76110G4H1	A1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110G4J7	A2
76110G4K4	A3
76110G4L2	A4
76110G4M0	A5
76110G4N8	A6
76110G4P3	A7
76110G4Q1	A8
76110G4R9	A9
76110G4S7	A10
76110G4T5	A11
76110G4U2	A12
76110G4V0	A13
76110G4W8	A14
76110G4X6	AP
76110G4Y4	AV
76110G4Z1	RI
76110G5A5	RII
76110G5B3	M1
76110G5C1	M2
76110G5D9	M3
76110G5E7	B1
76110G5F4	B2
76110G5G2	B3

Residential Accredit Loans, Inc. 2003-QS2

Cusip	Class
76110G5H0	A1
76110G5J6	A2
76110G5K3	A3
76110G5L1	A4
76110G5M9	A5
76110G5N7	A6
76110G5P2	A7
76110G5Q0	AP
76110G5R8	AV
76110G5S6	RI
76110G5T4	RII
76110G5U1	M1
76110G5V9	M2
76110G5W7	M3
76110G5X5	B1
76110G5Y3	B2
76110G5Z0	B3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Residential Accredit Loans, Inc. 2003-QS3

Cusip	Class
76110G6A4	A1
76110G6B2	A2
76110G6C0	A3
76110G6D8	A4
76110G6E6	A5
76110G6F3	A6
76110G6G1	A7
76110G6H9	A8
76110G6J5	AP
76110G6K2	AV
76110G6L0	RI
76110G6M8	RII
76110G6N6	M1
76110G6P1	M2
76110G6Q9	M3
76110G6R7	B1
76110G6S5	B2
76110G6T3	B3

Residential Accredit Loans, Inc. 2003-QS4

Cusip	Class
76110HAA7	A1
76110HAB5	A2
76110HAC3	A3
76110HAD1	A4
76110HAE9	A5
76110HAF6	A6
76110HAG4	AP
76110HAH2	AV
76110HAJ8	RI
76110HAK5	RII
76110HAL3	M1
76110HAM1	M2
76110HAN9	M3
76110HAP4	B1
76110HAQ2	B2
76110HAR0	B3

Residential Accredit Loans, Inc. 2003-QS5

Cusip	Class
76110G6U0	A1
76110G6V8	A2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110G6W6	A3
76110G6X4	A4
76110G6Y2	A5
76110G6Z9	A6
76110G7A3	AP
76110G7B1	AV
76110G7C9	RI
76110G7D7	RII
76110G7E5	M1
76110G7F2	M2
76110G7G0	M3
76110G7H8	B1
76110G7J4	B2
76110G7K1	B3

Residential Accredit Loans, Inc. 2003-QS6

Cusip	Class
76110G7L9	A1
76110G7M7	A2
76110G7N5	A3
76110G7P0	A4
76110G7Q8	A5
76110G7R6	A6
76110G7S4	A7
76110G7T2	A8
76110G7U9	A9
76110G7V7	A10
76110G7W5	A11
76110G7X3	A12
76110G7Y1	A13
76110G7Z8	A14
76110G8A2	A15
76110G8B0	AP
76110G8C8	AV
76110G8D6	RI
76110G8E4	RII
76110G8F1	M1
76110G8G9	M2
76110G8H7	M3
76110G8J3	B1
76110G8K0	B2
76110G8L8	B3

Residential Accredit Loans, Inc. 2003-QS7

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
76110HBK4	A1
76110HBL2	A2
76110HBM0	A3
76110HBN8	A4
76110HBP3	A5
76110HBQ1	AP
76110HBR9	AV
76110HBS7	RI
76110HBT5	RII
76110HBU2	M1
76110HBV0	M2
76110HBW8	M3
76110HBX6	B1
76110HBY4	B2
76110HBZ1	B3

Residential Accredit Loans, Inc. 2003-QS8

Cusip	Class
76110HAS8	A1
76110HAT6	A2
76110HAU3	A3
76110HAV1	A4
76110HAW9	A5
76110HAX7	A6
76110HAY5	A7
76110HAZ2	AP
76110HBA6	AV
76110HBB4	RI
76110HBC2	RII
76110HBD0	M1
76110HBE8	M2
76110HBF5	M3
76110HBG3	B1
76110HBH1	B2
76110HBJ7	B3

Residential Accredit Loans, Inc. 2003-QS9

Cusip	Class
76110HCA5	A1
76110HCB3	A2
76110HCC1	A3
76110HCD9	AP
76110HCE7	AV
76110HCF4	RI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HCG2	RII
76110HCH0	M1
76110HCJ6	M2
76110HCK3	M3
76110HCL1	B1
76110HCM9	B2
76110HCN7	B3

Residential Accredit Loans, Inc. 2003-QS10

Cusip	Class
76110HCP2	A1
76110HCQ0	A2
76110HCR8	A3
76110HCS6	A4
76110HCT4	A5
76110HCU1	A6
76110HCV9	A7
76110HCW7	A8
76110HCX5	A9
76110HCY3	A10
76110HCZ0	A11
76110HDA4	A12
76110HDB2	A13
76110HDC0	A14
76110HDD8	A15
76110HDE6	A16
76110HDF3	AP
76110HDG1	AV
76110HDH9	RI
76110HDJ5	RII
76110HDK2	M1
76110HDL0	M2
76110HDM8	M3
76110HDN6	B1
76110HDP1	B2
76110HDQ9	B3

Residential Accredit Loans, Inc. 2003-QS11

Cusip	Class
76110HEH8	A1
76110HEJ4	A2
76110HEK1	A3
76110HEL9	A4
76110HEM7	A5

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HEN5	A6
76110HEP0	A7
76110HEQ8	A8
76110HER6	A9
76110HES4	A10
76110HET2	A11
76110HEU9	A12
76110HEV7	A13
76110HEW5	A14
76110HEX3	AP
76110HEY1	AV
76110HEZ8	RI
76110HFA2	RII
76110HFB0	M1
76110HFC8	M2
76110HFG9	M3
76110HFD6	B1
76110HFE4	B2
76110HFF1	B3

Residential Accredit Loans, Inc. 2003-QS12

Cusip	Class
76110HDR7	A1
76110HDS5	A2
76110HDT3	A2A
76110HDU0	A3
76110HDV8	A4
76110HDW6	A5
76110HDX4	AP
76110HDY2	AV
76110HDZ9	RI
76110HEA3	RII
76110HEB1	M1
76110HEC9	M2
76110HED7	M3
76110HEE5	B1
76110HEF2	B2
76110HEG0	B3

Residential Accredit Loans, Inc. 2003-QS13

Cusip	Class
76110HFT1	A1
76110HFU8	A2
76110HFV6	A3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HFW4	A4
76110HFX2	A5
76110HFY0	A6
76110HFZ7	A7
76110HGA1	A8
76110HGB9	A9
76110HGC7	A10
76110HGD5	AP
76110HGE3	AV
76110HGF0	RI
76110HGG8	RII
76110HGH6	M1
76110HGJ2	M2
76110HGK9	M3
76110HGL7	B1
76110HGM5	B2
76110HGN3	B3

Residential Accredit Loans, Inc. 2003-QS14

Cusip	Class
76110HFL8	A1
76110HFM6	AP
76110HFN4	AV
76110HFP9	R
76110HFQ7	M1
76110HFR5	M2
76110HFS3	M3
76110HFH7	B1
76110HFJ3	B2
76110HFK0	B3

Residential Accredit Loans, Inc. 2003-QS15

Cusip	Class
76110HGP8	A1
76110HGQ6	A2
76110HGR4	A3
76110HGS2	A4
76110HGT0	A5
76110HGU7	A6
76110HGV5	A7
76110HHS1	A8
76110HGW3	AP
76110HGX1	AV
76110HGY9	RI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HGZ6	RII
76110HHA0	M1
76110HHB8	M2
76110HHC6	M3
76110HHD4	B1
76110HHE2	B2
76110HHF9	B3

Residential Accredit Loans, Inc. 2003-QS16

Cusip	Class
76110HHG7	A1
76110HHH5	AP
76110HHJ1	AV
76110HHK8	R
76110HHL6	M1
76110HHM4	M2
76110HHN2	M3
76110HHP7	B1
76110HHQ5	B2
76110HHR3	B3

Residential Accredit Loans, Inc. 2003-QS17

Cusip	Class
76110HHT9	AI1
76110HHU6	AI2
76110HHV4	CB1
76110HHW2	CB2
76110HHX0	CB3
76110HHY8	CB4
76110HHZ5	CB5
76110HJA8	CB6
76110HJB6	CB7
76110HJC4	NB1
76110HJD2	NB2
76110HJE0	NB3
76110HJF7	NB4
76110HJG5	AP
76110HJH3	AV
76110HJJ9	R
76110HJK6	M1
76110HJL4	M2
76110HJM2	M3
76110HJN0	B1
76110HJP5	B2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HJQ3 B3

Residential Accredit Loans, Inc. 2003-QS18

Cusip	Class
76110HJR1	A1
76110HJS9	AP
76110HJT7	AV
76110HJU4	R
76110HJV2	M1
76110HJW0	M2
76110HJX8	M3
76110HJY6	B1
76110HJZ3	B2
76110HKA6	B3

Residential Accredit Loans, Inc. 2003-QS19

Cusip	Class
76110HKJ7	AI
76110HKK4	CB
76110HKL2	NB1
76110HKM0	NB2
76110HKN8	NB3
76110HKP3	NB4
76110HKQ1	NB5
76110HKR9	NB6
76110HKS7	NB7
76110HKT5	AP
76110HKU2	AV
76110HKV0	RI
76110HKW8	RII
76110HKX6	M1
76110HKY4	M2
76110HKZ1	M3
76110HLA5	B1
76110HLB3	B2
76110HLC1	B3

Residential Accredit Loans, Inc. 2003-QS20

Cusip	Class
76110HMB2	CB
76110HMC0	AP
76110HMD8	AV
76110HME6	R
76110HMF3	M1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HMG1	M2
76110HMH9	M3
76110HMJ5	B1
76110HMK2	B2
76110HML0	B3

Residential Accredit Loans, Inc. 2003-QS21

Cusip	Class
76110HLJ6	A1
76110HLK3	A2
76110HLL1	A3
76110HLM9	A4
76110HLN7	A5
76110HLP2	A6
76110HLQ0	AP
76110HLR8	AV
76110HLS6	RI
76110HLT4	RII
76110HLU1	M1
76110HLV9	M2
76110HLW7	M3
76110HLX5	B1
76110HLY3	B2
76110HLZ0	B3

Residential Accredit Loans, Inc. 2003-QS22

Cusip	Class
76110HMOV8	A1
76110HMOV6	A2
76110HMX4	A3
76110HMY2	A4
76110HMY9	A5
76110HNA3	A6
76110HNB1	A7
76110HNC9	A8
76110HND7	A9
76110HNE5	A10
76110HNF2	A11
76110HNG0	A12
76110HNNH8	A13
76110HNNJ4	A14
76110HNNK1	AP
76110HNNL9	AV
76110HNNM7	RI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HNN5	RII
76110HNP0	M1
76110HNP8	M2
76110HNR6	M3
76110HNS4	B1
76110HNT2	B2
76110HNU9	B3

Residential Accredit Loans, Inc. 2003-QS23

Cusip	Class
76110HNV7	A1
76110HNW5	AP
76110HNP3	AV
76110HNY1	R
76110HNZ8	M1
76110HPA1	M2
76110HPB9	M3
76110HPC7	B1
76110HPD5	B2
76110HPE3	B3
76110HLD9	CB1

Residential Accredit Loans, Inc. 2003-QA1

Cusip	Class
76110HPF0	AI
76110HPG8	AII
76110HPH6	M1
76110HPJ2	M2
76110HPK9	M3
76110HPL7	SB
76110HPM5	RI
76110HPN3	RII
76110HPP8	RIII

Residential Asset Mortgage Products, Inc. 2003-RM1

Cusip	Class
760985SV4	A1
760985SW2	A2
760985SX0	A3
760985SY8	A4
760985SZ5	A5
760985TA9	A6
760985TB7	A7
760985TC5	A8

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

760985TD3	A8A
760985TE1	A9
760985TF8	A10
760985TG6	A11
760985TH4	A12
760985TJ0	AP
760985TK7	AV
760985TL5	RI
760985TM3	RII
760985TN1	M1
760985TP6	M2
760985TQ4	M3
760985TR2	B1
760985TS0	B2
760985TT8	B3

Residential Asset Mortgage Products, Inc. 2003-RM2

Cusip	Class
760985UV1	AI1
760985UW9	AI2
760985UX7	AI3
760985UY5	AI4
760985UZ2	AI5
760985VA6	AI6
760985VB4	AI7
760985VC2	AI8
760985VD0	AI9
760985VE8	AI10
760985VF5	API
760985VG3	AVI
760985VH1	AII
760985VJ7	APII
760985VK4	AVII
760985VL2	AIII
760985VM0	APIII
760985VN8	AVIII
760985VP3	RI
760985VQ1	RII
760985VR9	RIII
760985VS7	RIV
760985VT5	M1
760985VU2	M2
760985VV0	M3
760985VW8	MIII1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

760985VX6	MIII2
760985VY4	MIII3
760985VZ1	B1
760985WA5	B2
760985WB3	B3
760985WC1	BIII1
760985WD9	BIII2
760985WE7	BIII3

Residential Accredit Loans, Inc. 2004-QA1

Cusip	Class
76110HRL5	AI
76110HRM3	AII
76110HRN1	M1
76110HRP6	M2
76110HRQ4	M3
76110HRR2	SB
76110HRS0	RI
76110HRT8	RII
76110HRU5	RIII

Residential Accredit Loans, Inc. 2004-QA2

Cusip	Class
76110HVT3	AI
76110HVV0	AII
76110HVV8	M1
76110HVV6	M2
76110HVX4	M3
76110HVV2	SB
76110HVZ9	RI
76110HWA3	RII
76110HWB1	RIII

Residential Accredit Loans, Inc. 2004-QA3

Cusip	Class
76110HXM6	CBI
76110HXN4	CBII
76110HXP9	NBI1
76110HXQ7	NBI2
76110HXR5	NBII1
76110HYA1	NBII2
76110HXS3	RI

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HXT1	RII
76110HXU8	M1
76110HXV6	M2
76110HXL4	M3
76110HXX2	B1
76110HXY0	B2
76110HXZ7	B3

Residential Accredit Loans, Inc. 2004-QA4

Cusip	Class
76110HZE2	CBI
76110HZF9	NBI
76110HZH5	NBII1
76110HZJ1	NBII2
76110HZK8	NBII3
76110HZL6	NBIII
76110HZM4	RI
76110HZN2	RII
76110HZP7	M1
76110HZQ5	M2
76110HZR3	M3
76110HXS1	B1
76110HXT9	B2
76110HZU6	B3
76110HZG7	B4

Residential Accredit Loans, Inc. 2004-QA5

Cusip	Class
76110HC72	AI
76110HC80	AIO
76110HC98	AII
76110HD22	AIII1
76110HD30	AIIIO1
76110HD48	AIII2
76110HD55	AIII3
76110HD63	AIIIO2
76110HD71	RI
76110HD89	RII
76110HG52	RIII
76110HD97	M1
76110HE21	M2
76110HE39	M3
76110HC49	B1
76110HC56	B2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HC64 B3

Residential Accredit Loans, Inc. 2004-QA6

Cusip	Class
76110HG94	CBI
76110HH28	NBI
76110HH36	CBII
76110HH44	NBII
76110HH51	NBIII1
76110HH69	NBIII2
76110HH77	NBIII3
76110HH85	NBIV
76110HH93	R
76110HJ26	M1
76110HJ34	M2
76110HJ42	M3
76110HG60	B1
76110HG78	B2
76110HG86	B3

Residential Accredit Loans, Inc. 2004-QS1

Cusip	Class
76110HPQ6	A1
76110HPR4	A2
76110HPS2	A3
76110HPT0	A4
76110HPU7	A5
76110HQF9	A6
76110HPV5	AP
76110HPW3	AV
76110HPX1	RI
76110HPY9	RII
76110HPZ6	M1
76110HQA0	M2
76110HQB8	M3
76110HQC6	B1
76110HQD4	B2
76110HQE2	B3

Residential Accredit Loans, Inc. 2004-QS2

Cusip	Class
76110HQG7	AI1
76110HQH5	AI2
76110HQJ1	AI3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HQB8	AI4
76110HQL6	AI5
76110HQM4	CB
76110HQN2	AP
76110HQP7	AV
76110HQQ5	RI
76110HQR3	RII
76110HQS1	M1
76110HQT9	M2
76110HQU6	M3
76110HJV4	B1
76110HJW2	B2
76110HJX0	B3

Residential Accredit Loans, Inc. 2004-QS3

Cusip	Class
76110HQY8	AI
76110HQZ5	AII
76110HRA9	CB
76110HRB7	AP
76110HRC5	AV
76110HRD3	R
76110HRE1	M1
76110HRF8	M2
76110HRG6	M3
76110HRH4	B1
76110HRJ0	B2
76110HRK7	B3

Residential Accredit Loans, Inc. 2004-QS4

Cusip	Class
76110HRV3	A1
76110HRW1	A2
76110HRX9	A3
76110HRY7	A4
76110HRZ4	A5
76110HSA8	A6
76110HSB6	A7
76110HSC4	AP
76110HSD2	AV
76110HSE0	RI
76110HSF7	RII
76110HSG5	M1
76110HSH3	M2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HSJ9	M3
76110HSK6	B1
76110HSL4	B2
76110HSM2	B3

Residential Accredit Loans, Inc. 2004-QS5

Cusip	Class
76110HSR1	A1
76110HSS9	A2
76110HST7	A3
76110HSU4	A4
76110HSV2	A5
76110HSW0	A6
76110HSX8	A7
76110HSY6	A8
76110HSZ3	AP
76110HTA7	AV
76110HTB5	RI
76110HTC3	RII
76110HTD1	M1
76110HTE9	M2
76110HTF6	M3
76110HSN0	B1
76110HSP5	B2
76110HSQ3	B3

Residential Accredit Loans, Inc. 2004-QS6

Cusip	Class
76110HTG4	A1
76110HTH2	AP
76110HTJ8	AV
76110HTK5	R
76110HTL3	M1
76110HTM1	M2
76110HTN9	M3
76110HTP4	B1
76110HTQ4	B2
76110HTR0	B3

Residential Accredit Loans, Inc. 2004-QS7

Cusip	Class
76110HTV1	A1
76110HTW9	A2
76110HTX7	A3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HTY5	A4
76110HTZ2	A5
76110HUA5	AP
76110HUB3	AV
76110HUC1	R
76110HUD9	M1
76110HUE7	M2
76110HUF4	M3
76110HTS8	B1
76110HTT6	B2
76110HTU3	B3

Residential Accredit Loans, Inc. 2004-QS8

Cusip	Class
76110HUK3	A1
76110HUL1	A2
76110HUM9	A3
76110HUN7	A4
76110HUP2	A5
76110HUQ0	A6
76110HUR8	A7
76110HUS6	A8
76110HUT4	A9
76110HUU1	A10
76110HUV9	A11
76110HUW7	A12
76110HUX5	AP
76110HUY3	AV
76110HUZ0	RI
76110HVA4	RII
76110HVB2	M1
76110HVC0	M2
76110HVD8	M3
76110HVE6	B1
76110HVF3	B2
76110HVG1	B3

Residential Accredit Loans, Inc. 2004-QS9

Cusip	Class
76110HVBH9	A1
76110HVJ5	AP
76110HVK2	AV
76110HVL0	R
76110HVM8	M1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HVN6	M2
76110HVP1	M3
76110HVQ9	B1
76110HVR7	B2
76110HVS5	B3

Residential Accredit Loans, Inc. 2004-QS10

Cusip	Class
76110HWC9	A1
76110HWD7	A2
76110HWE5	A3
76110HWF2	A4
76110HWG0	A5
76110HWH8	A6
76110HWJ4	AP
76110HWK1	AV
76110HWL9	RI
76110HWM7	RII
76110HWN5	M1
76110HWP0	M2
76110HWQ8	M3
76110HWR6	B1
76110HWS4	B2
76110HWT2	B3

Residential Accredit Loans, Inc. 2004-QS11

Cusip	Class
76110HWU9	A1
76110HWV7	A2
76110HWW5	A3
76110HWX3	A4
76110HWY1	A5
76110HWZ8	A6
76110HXA2	A7
76110HXB0	AP
76110HXC8	AV
76110HXD6	RI
76110HXE4	RII
76110HXF1	M1
76110HXC9	M2
76110HXH7	M3
76110HXJ3	B1
76110HXX0	B2
76110HXL8	B3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Residential Accredit Loans, Inc. 2004-QS12

Cusip	Class
76110HYN3	A1
76110HYP8	A2
76110HYQ6	A3
76110HYR4	A4
76110HYS2	A5
76110HYT0	A6
76110HYU7	AP
76110HYV5	AV
76110HYW3	RI
76110HYX1	RII
76110HYY9	M1
76110HYZ6	M2
76110HZA0	M3
76110HZB8	B1
76110HZC6	B2
76110HZD4	B3

Residential Accredit Loans, Inc. 2004-QS13

Cusip	Class
76110HYF0	CB
76110HYE3	NB
76110HYG8	AP
76110HYH6	AV
76110HYJ2	R
76110HYK9	M1
76110HYL7	M2
76110HYM5	M3
76110HYB9	B1
76110HYC7	B2
76110HYD5	B3

Residential Accredit Loans, Inc. 2004-QS14

Cusip	Class
76110HZV4	A1
76110HA33	AP
76110HA41	AV
76110HA58	R
76110HA74	M1
76110HA82	M2
76110HA90	M3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HB24	B1
76110HB32	B2
76110HB40	B3

Residential Accredit Loans, Inc. 2004-QS15

Cusip	Class
76110HE47	A1
76110HE54	A2
76110HE62	A3
76110HE70	A4
76110HE88	A5
76110HE96	A6
76110HF20	A7
76110HF38	AP
76110HF46	AV
76110HF53	RI
76110HF61	RII
76110HF79	M1
76110HF87	M2
76110HF95	M3
76110HG29	B1
76110HG37	B2
76110HG45	B3

Residential Accredit Loans, Inc. 2004-QS16

Cusip	Class
76110HJ59	IA1
76110HJ67	IA2
76110HJ75	IA3
76110HJ83	IA4
76110HJ91	IA5
76110HK24	IIA1
76110HK32	IAP
76110HK40	IAV
76110HK57	IIAP
76110HK65	IIAV
76110HK73	RI
76110HK81	RII
76110HK99	RIII
76110HL23	IM1
76110HL31	IM2
76110HL49	IM3
76110HL56	IIM1
76110HL64	IIM2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HL72	IIM3
76110HL80	IB1
76110HL98	IB2
76110HM22	IB3
76110HM30	IIB1
76110HM48	IIB2
76110HM55	IIB3

Residential Asset Mortgage Products, Inc. 2004-SL1

Cusip	Class
760985Z38	AI1
7609852G5	AI2
760985W31	AII
760985W49	AIII
760985W56	AIV
760985W64	AV
760985W72	AVI
760985W80	AVII
760985W98	AVIII
760985X22	AIX
7609852H3	APO
7609852J9	AIO1
7609852K6	AIO2
	RI
7609852Q3	RII
7690852R1	RIII
760985Z46	MI1
760985Z53	MI2
760985Z61	MI3
760985Z79	MI4
760985Z87	MI5
760985Z95	MI6
7609852A8	MI7
760985X30	MII1
760985X48	MII2
760985X55	MII3
7609852L4	BII1
7609852M2	BII2
7609852N0	BII3
7609852P5	SB

Residential Asset Mortgage Products, Inc. 2004-SL2

Cusip	Class
7609856A4	AI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

7609856B2	AII
7609856C0	AIII
7609856D8	AIV
7609856E6	AIO
7609856F3	AIPO
7609856G1	AIO
7609856H9	APO
7609856J5	RI
7609856K2	RII
7609856L0	M1
7609856M8	M2
7609856N6	M3
7609856U0	B1
7609856V8	B2
7609856W6	B3

Residential Accredit Loans, Inc. 2004-SL3

Cusip	Class
76112BBP4	AI
76112BBQ2	AII
76112BBR0	AIII
76112BBS8	AIV
76112BBT6	AIO
76112BBU3	AIPO
76112BBV1	AIO
76112BBW9	APO
76112BBX7	RI
76112BBY5	RII
76112BBZ2	M1
76112BCA6	M2
76112BCB4	M3
76112BDL1	B1
76112BDM9	B2
76112BDN7	B3

Residential Asset Mortgage Products, Inc. 2004-SL4

Cusip	Class
76112BGK0	AI
76112BGL8	AII
76112BGM6	AIII
76112BGN4	AIV
76112BGP9	AV
76112BGQ7	AIO
76112BGR5	APO

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76112BGS3	RI
76112BGT1	RII
76112BGU8	M1
76112BGV6	M2
76112BGW4	M3
76112BGX2	B1
76112BGY0	B2
76112BGZ7	B3

Residential Accredit Loans, Inc. 2005-QA1

Cusip	Class
76110HM63	A1
76110HQ51	A2
76110HM71	M1
76110HM89	M2
76110HM97	M3
76110HN21	SB
76110HN39	RI
76110HN47	RII

Residential Accredit Loans, Inc. 2005-QA2

Cusip	Class
76110HS34	A1I
76110HS42	A1II
76110HU23	A2I
76110HU31	A2II
76110HS67	M1
76110HS75	M2
76110HS83	M3
76110HT66	CBI
76110HT74	CBII
76110HT82	NBI
76110HT90	NBII
76110HS59	R
76110HS91	B1
76110HT25	B2
76110HT33	B3

Residential Accredit Loans, Inc. 2005-QA3

Cusip	Class
76110H2G3	CBI
76110H2H1	NBI
76110H2J7	CBII
76110H2K4	NBII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110H2L2	CBIII
76110H2M0	NBIII
76110H2N8	CBIV
76110H2P3	NBIV
76110H2Q1	R
76110H2R9	M1
76110H2S7	M2
76110H2T5	M3
76110H2U2	B1
76110H2V0	B2
76110H2W8	B3

Residential Accredit Loans, Inc. 2005-QA4

Cusip	Class
76110H4E6	AI1
76110H4F3	AI2
76110H4G1	AII1
76110H4H9	AII2
76110H4J5	AIII1
76110H4K2	AIII2
76110H4L0	AIV1
76110H4M8	AIV2
76110H4N6	AV
76110H4P1	R
76110H4Q9	M1
76110H4R7	M2
76110H4S5	M3
76110H4T3	B1
76110H4U0	B2
76110H4V8	B3

Residential Accredit Loans, Inc. 2005-QA5

Cusip	Class
76110H4Z9	AI
76110H5A3	AII
76110H5B1	R
76110H5C9	M1
76110H5D7	M2
76110H5E5	M3
76110H4W6	B1
76110H4X4	B2
76110H4Y2	B3

Residential Accredit Loans, Inc. 2005-QA6

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
76110H5Z8	CBI
76110H6A2	NBI
76110H6B0	CBII
76110H6C8	NBII1
76110H6D6	NBII2
76110H6P9	NBII3
76110H6E4	AIII1
76110H6F1	AIII2
76110H6G9	R
76110H6H7	M1
76110H6J3	M2
76110H6K0	M3
76110H6L8	B1
76110H6M6	B2
76110H6N4	B3

Residential Accredit Loans, Inc. 2005-QA7

Cusip	Class
76110H7A1	AI
76110H7B9	AII1
76110H7C7	AIIIO
76110H7D5	AII2
76110H7E3	AII3
76110H7F0	RI
76110H7G8	RII
76110H7H6	RIII
76110H7J2	M1
76110H7K9	M2
76110H7L7	M3
76110H7M5	B1
76110H7N3	B2
76110H7P8	B3

Residential Accredit Loans, Inc. 2005-QA8

Cusip	Class
761118BP2	CBI1
761118BQ0	CBI2
761118BR8	NBI
761118BS6	CBII1
761118BT4	CBII2
761118BU1	NBII
761118BV9	CBIII
761118BW7	NBIII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118BX5	R
761118BY3	M1
761118BZ0	M2
761118CA4	M3
761118CB2	B1
761118CC0	B2
761118CD8	B3

Residential Accredit Loans, Inc. 2005-QA9

Cusip	Class
761118FG8	CBI1
761118FH6	CBI2
761118FJ2	NBII1
761118FK9	NBII2
761118FL7	CBIII
761118FM5	NBIV1
761118FN3	NBIV2
761118FP8	R
761118FQ6	M1
761118FR4	M2
761118FS2	M3
761118FD5	B1
761118FE3	B2
761118FF0	B3

Residential Accredit Loans, Inc. 2005-QA10

Cusip	Class
761118GB8	AI1
761118GK8	AI2
761118GC6	AII1
761118GL6	AII2
761118GD4	AIII1
761118GM4	AIII2
761118GE2	AIV1
761118GN2	AIV2
761118GF9	R
761118GG7	M1
761118GH5	M2
761118GJ1	M3
761118FY9	B1
761118FZ6	B2
761118GA0	B3

Residential Accredit Loans, Inc. 2005-QA11

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
761118LH9	IA1
761118LJ5	IAIO
761118LK2	IIA1
761118LL0	IIIA1
761118LM8	IVA1
761118LN6	IVA2
761118LP1	VA1
761118LQ9	VIA1
761118LR7	RI
761118LS5	RII
761118LT3	RIII
761118LU0	M1
761118LV8	M2
761118LW6	M3
761118LX4	B1
761118LY2	B2
761118LZ9	B3

Residential Accredit Loans, Inc. 2005-QA12

Cusip	Class
761118MY1	CBI
761118MZ8	NBII
761118NA2	CBIII
761118NB0	NBIV
761118NC8	NBV
761118ND6	R
761118NE4	M1
761118NF1	M2
761118NG9	M3
761118NH7	B1
761118NJ3	B2
761118NK0	B3

Residential Accredit Loans, Inc. 2005-QA13

Cusip	Class
761118PC6	IA1
761118PD4	IA2
761118PE2	IIA1
761118PF9	IIIA1
761118PG7	IIIA2
761118PH5	R
761118PJ1	M1
761118PK8	M2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118PL6	M3
761118PM4	B1
761118PN2	B2
761118PP7	B3

Residential Accredit Loans, Inc. 2005-QS1

Cusip	Class
76110HN88	A1
76110HN96	A2
76110HP29	A3
76110HP37	A4
76110HP45	A5
76110HP52	A6
76110HP60	AP
76110HP78	AV
76110HP86	RI
76110HP94	RII
76110HQ28	M1
76110HQ36	M2
76110HQ44	M3
76110HN54	B1
76110HN62	B2
76110HN70	B3

Residential Accredit Loans, Inc. 2005-QS2

Cusip	Class
76110HQ69	A1
76110HQ77	A2
76110HQ85	A3
76110HQ93	A4
76110HR27	AP
76110HR35	AV
76110HR43	R
76110HR50	M1
76110HR68	M2
76110HR76	M3
76110HR84	B1
76110HR92	B2
76110HS26	B3

Residential Accredit Loans, Inc. 2005-QS3

Cusip	Class
76110HX38	IA11
76110HX46	IA12

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110HX53	IA13
76110HX61	IA21
76110HX79	IA22
76110HX87	IA23
76110HX95	IA24
76110HY29	IA25
76110HY37	IA26
76110HY45	IIA1
76110HY52	IAP
76110HY60	IAV
76110HY78	IIAP
76110HY86	IIAV
76110HY94	RI
76110HZ28	RII
76110HZ36	RIII
76110HZ44	IM1
76110HZ51	IM2
76110HZ69	IM3
76110HZ77	IIM1
76110HZ85	IIM2
76110HZ93	IIM3
76110H2A6	IB1
76110H2B4	IB2
76110H2C2	IB3
76110H2D0	IIB1
76110H2E8	IIB2
76110H2F5	IIB3

Residential Accredit Loans, Inc. 2005-QS4

Cusip	Class
76110H3N7	A1
76110H3P2	A2
76110H3Q0	A3
76110H3R8	A4
76110H3S6	A5
76110H3T4	A6
76110H3U1	AP
76110H3V9	AV
76110H3W7	R
76110H3X5	M1
76110H3Y3	M2
76110H3Z0	M3
76110H4A4	B1
76110H4B2	B2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76110H4C0	B3
76110H2X6	A1

Residential Accredit Loans, Inc. 2005-QS5

Cusip	Class
76110H2Y4	A2
76110H2Z1	A3
76110H3A5	A4
76110H3B3	A5
76110H4D8	A6
76110H3C1	AP
76110H3D9	AV
76110H3E7	RI
76110H3F4	RII
76110H3G2	M1
76110H3H0	M2
76110H3J6	M3
76110H3K3	B1
76110H3L1	B2
76110H3M9	B3

Residential Accredit Loans, Inc. 2005-QS6

Cusip	Class
76110H5F2	A1
76110H5G0	A2
76110H5H8	A3
76110H5J4	A4
76110H5K1	A5
76110H5L9	A6
76110H5M7	A7
76110H5N5	A8
76110H5P0	AP
76110H5Q8	AV
76110H5R6	RI
76110H5S4	RII
76110H5T2	M1
76110H5U9	M2
76110H5V7	M3
76110H5W5	B1
76110H5X3	B2
76110H5Y1	B3

Residential Accredit Loans, Inc. 2005-QS7

Cusip	Class
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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118AA6	A1
761118AB4	A2
761118AC2	A3
761118AD0	A4
761118AE8	A5
761118AF5	A6
761118AG3	A7
761118AH1	CB
761118AJ7	AP
761118AK4	AV
761118AL2	RI
761118AM0	RII
761118AN8	M1
761118AP3	M2
761118AQ1	M3
761118AR9	B1
761118AS7	B2
761118AT5	B3

Residential Accredit Loans, Inc. 2005-QS8

Cusip	Class
76110H6Q7	A1
76110H6R5	AP
76110H6S3	AV
76110H6T1	R
76110H6U8	M1
76110H6V6	M2
76110H6W4	M3
76110H6X2	B1
76110H6Y0	B2
76110H6Z7	B3

Residential Accredit Loans, Inc. 2005-QS9

Cusip	Class
761118AU2	A1
761118AV0	A2
761118AW8	A3
761118AX6	A4
761118AY4	A5
761118AZ1	A6
761118BA5	A7
761118BB3	A8
761118BC1	A9
761118BD9	AP

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118BE7	AV
761118BF4	RI
761118BG2	RII
761118BH0	M1
761118BJ6	M2
761118BK3	M3
761118BL1	B1
761118BM9	B2
761118BN7	B3

Residential Accredit Loans, Inc. 2005-QS10

Cusip	Class
761118CV8	IA
761118CW6	IIA
761118CX4	IIIA1
761118CY2	IIIA2
761118CZ9	IIIA3
761118DA3	IIIA4
761118DB1	AP
761118DC9	AV
761118DD7	RI
761118DE5	RII
761118DF2	RIII
761118DG0	M1
761118DH8	M2
761118DJ4	M3
761118DK1	B1
761118DL9	B2
761118DM7	B3

Residential Accredit Loans, Inc. 2005-QS11

Cusip	Class
761118CE6	A1
761118CF3	A2
761118CG1	A3
761118CH9	A4
761118CJ5	A5
761118CK2	AP
761118CL0	AV
761118CM8	RI
761118CN6	RII
761118CP1	M1
761118CQ9	M2
761118CR7	M3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118CS5	B1
761118CT3	B2
761118CU0	B3

Residential Accredit Loans, Inc. 2005-QS12

Cusip	Class
761118DN5	A1
761118DP0	A2
761118DQ8	A3
761118DR6	A4
761118DS4	A5
761118DT2	A6
761118DU9	A7
761118DV7	A8
761118DW5	A9
761118DX3	A10
761118DY1	A11
761118DZ8	A12
761118EA2	A13
761118EB0	A14
761118EC8	AP
761118ED6	AV
761118EE4	RI
761118EF1	RII
761118EG9	M1
761118EH7	M2
761118EJ3	M3
761118EK0	B1
761118EL8	B2
761118EM6	B3

Residential Accredit Loans, Inc. 2005-QS13

Cusip	Class
761118GS1	IA1
761118GT9	IA2
761118GU6	IA3
761118GV4	IA4
761118GW2	IA5
761118GX0	IA6
761118GY8	IA7
761118GZ5	IA8
761118HA9	IIA1
761118HB7	IIA2
761118HC5	IIA3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118HD3	IIA4
761118HE1	IIA5
761118HF8	IIA6
761118HG6	IIA7
761118HH4	AP
761118HJ0	AV
761118HK7	RI
761118HL5	RII
761118HM3	RIII
761118HN1	M1
761118HP6	M2
761118HQ4	M3
761118GP7	B1
761118GQ5	B2
761118GR3	B3

Residential Accredit Loans, Inc. 2005-QS14

Cusip	Class
761118JG4	IA1
761118JH2	IIA1
761118JJ8	IIIA1
761118JK5	IIIA2
761118JL3	IIIA3
761118JM1	IAP
761118JN9	IAV
761118JP4	IIAP
761118JQ2	IIAV
761118JR0	RI
761118JS8	RII
761118JT6	RIII
761118JU3	IM1
761118JV1	IM2
761118JW9	IM3
761118JX7	IIM1
761118JY5	IIM2
761118JZ2	IIM3
761118KA5	IB1
761118KB3	IB2
761118KC1	IB3
761118KD9	IIB1
761118KE7	IIB2
761118KF4	IIB3

Residential Accredit Loans, Inc. 2005-QS15

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
761118KG2	IA
761118KH0	IIA
761118KJ6	IIIA
761118KK3	AP
761118KL1	AV
761118KM9	R
761118KN7	M1
761118KP2	M2
761118KQ0	M3
761118KR8	B1
761118KS6	B2
761118KT4	B3
761118MA3	A1

Residential Accredit Loans, Inc. 2005-QS16

Cusip	Class
761118MB1	A2
761118MC9	A3
761118MD7	A4
761118ME5	A5
761118MF2	A6
761118MG0	A7
761118MH8	A8
761118MJ4	A9
761118MK1	A10
761118ML9	A11
761118MM7	A12
761118MN5	AP
761118MP0	AV
761118MQ8	RI
761118MR6	RII
761118MS4	M1
761118MT2	M2
761118MU9	M3
761118MV7	B1
761118MW5	B2
761118MX3	B3

Residential Accredit Loans, Inc. 2005-QS17

Cusip	Class
761118PQ5	A1
761118PR3	A2
761118PS1	A3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118PT9	A4
761118PU6	A5
761118PV4	A6
761118PW2	A7
761118PX0	A8
761118PY8	A9
761118PZ5	A10
761118QA9	A11
761118QB7	AP
761118QC5	AV
761118QD3	RI
761118QE1	RII
761118QF8	M1
761118QG6	M2
761118QH4	M3
761118QJ0	B1
761118QK7	B2
761118QL5	B3

Residential Asset Mortgage Products, Inc. 2005-SL1

Cusip	Class
76112BML1	AI
76112BMM9	AII
76112BMN7	AIII
76112BMP2	AIV
76112BMQ0	AV
76112BMR8	AVI
76112BMS6	AVII
76112BMT4	AIO
76112BMU1	APO
76112BMV9	RI
76112BMW7	RII
76112BMX5	M1
76112BMY3	M2
76112BMZ0	M3
76112BNA4	B1
76112BNB2	B2
76112BNC0	B3

Residential Asset Mortgage Products, Inc. 2005-SL2

Cusip	Class
76112BUV0	AI
76112BUW8	AII
76112BUX6	AIII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76112BUY4	AIV
76112BUZ1	AV
76112BVA5	AIO
76112BVB3	APO
76112BVC1	RI
76112BVD9	RII
76112BVE7	M1
76112BVF4	M2
76112BVG2	M3
76112BVH0	B1
76112BVJ6	B2
76112BVK3	B3

Residential Accredit Loans, Inc. 2006-QA1

Cusip	Class
761118SZ2	AI1
761118TA6	AI2
761118TB4	AII1
761118TC2	AII2
761118TD0	AIII1
761118TE8	AIII2
761118TF5	R
761118TG3	M1
761118TH1	M2
761118TJ7	M3
761118TK4	B1
761118TL2	B2
761118TM0	B3

Residential Accredit Loans, Inc. 2006-QA3

Cusip	Class
75114RAD7	A1
75114RAE5	A2
75114RAF2	A3
75114RAG0	M1
75114RAH8	M2
75114RAJ4	M3
75114RAK1	M4
75114RAL9	M5
75114RAM7	M6
75114RAN5	M7
75114RAP0	M8
75114RAQ8	M9
75114RAR6	M10

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75114RAT2	SB
75114RAS4	P
75114RAU9	RI
75114RAV7	RII
75114RAC9	RIII

Residential Accredit Loans, Inc. 2006-QA4

Cusip	Class
748939AA3	A
748939AB1	M1
748939AC9	M2
748939AD7	M3
748939AE5	M4
748939AF2	M5
748939AG0	M6
748939AH8	M7
748939AJ4	M8
748939AK1	M9
748939AL9	M10
748939AM7	SB
748939AN5	RI
748939AP0	RII
748939AQ8	RIII

Residential Accredit Loans, Inc. 2006-QA5

Cusip	Class
75115BAA7	IA1
75115BAB5	IA2
75115BAY5	IA3
75115BAC3	IIA1
75115BAD1	IIA2
75115BAF6	IM1
75115BAG4	IM2
75115BAH2	IM3
75115BAJ8	IM4
75115BAK5	IM5
75115BAL3	IM6
75115BAM1	IM7
75115BAN9	IM8
75115BAP4	IM9
75115BAQ2	IIM1
75115BAR0	IIM2
75115BAS8	IIM3
75115BAT6	ISB

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75115BAU3	IIB1
75115BAV1	IIB2
75115BAW9	IIB3
75115BAX7	IRI
75115BAZ2	IRII
75115BAA6	IRIII
75115BAE9	IIRI
75115BBB4	IP
75115BBC2	IIP

Residential Accredit Loans, Inc. 2006-QA6

Cusip	Class
74922MAA9	A1
74922MAB7	A2
74922MAC5	A3
74922MAD3	A4
74922MAE1	M1
74922MAF8	M2
74922MAG6	M3
74922MAH4	M4
74922MAJ0	M5
74922MAK7	M6
74922MAL5	M7
74922MAM3	M8
74922MAN1	M9
74922MAQ4	SB
74922MAR2	RI
74922MAS0	RII
74922MAT8	RIII
74922MAP6	B

Residential Accredit Loans, Inc. 2006-QA7

Cusip	Class
751152AA7	IA1
751152AB5	IIA1
751152AC3	IIA2
751152AD1	M1
751152AE9	M2
751152AF6	M3
751152AG4	M4
751152AH2	M5
751152AJ8	M6
751152AK5	M7
751152AL3	M8

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

751152AM1	M9
751152AN9	M10
751152AP4	SBI
751152AQ2	SBII
751152AR0	RI
751152AS8	RII
751152AT6	RIII
751152AU3	RIV
751152AV1	RX

Residential Accredit Loans, Inc. 2006-QA8

Cusip	Class
74922QAA0	A1
74922QAB8	A2
74922QAC6	A3
74922QAD4	M1
74922QAE2	M2
74922QAF9	M3
74922QAG7	M4
74922QAH5	M5
74922QAJ1	M6
74922QAK8	M7
74922QAL6	M8
74922QAM4	M9
74922QAN2	SBI
74922QAP7	SBII
74922QAQ5	RI
74922QAR3	RII
74922QAS1	RIII
74922QAT9	RX

Residential Accredit Loans, Inc. 2006-QA9

Cusip	Class
75115VAA3	A1
75115VAB1	A2
75115VAC9	M1
75115VAD7	M2
75115VAE5	M3
75115VAF2	M4
75115VAG0	M5
75115VAH8	M6
75115VAL9	SB
75115VAJ4	RI
75115VAK1	RX

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Residential Accredit Loans, Inc. 2006-QA10

Cusip	Class
74922NAA7	A1
74922NAB5	A2
74922NAC3	A3
74922NAD1	M1
74922NAE9	M2
74922NAF6	M3
74922NAG4	M4
74922NAH2	M5
74922NAJ8	M6
74922NAK5	SBI
74922NAL3	SBII
74922NAM1	RI
74922NAN9	RX

Residential Accredit Loans, Inc. 2006-QA11

Cusip	Class
74922XAA5	A1
74922XAB3	A2
74922XAC1	M1
74922XAD9	M2
74922XAE7	M3
74922XAF4	M4
74922XAG2	M5
74922XAH0	SB
74922XAJ6	RI
74922XAK3	RX

Residential Accredit Loans, Inc. 2006-QS1

Cusip	Class
761118RZ3	A1
761118SA7	A2
761118SB5	A3
761118SC3	A4
761118SD1	A5
761118SE9	A6
761118SF6	A7
761118SG4	A8
761118SH2	A9
761118SJ8	AP
761118SK5	AV
761118SL3	RI

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118SM1	RII
761118SN9	M1
761118SP4	M2
761118SQ2	M3
761118SR0	B1
761118SS8	B2
761118ST6	B3

Residential Accredit Loans, Inc. 2006-QS3

Cusip	Class
761118XD5	IA1
761118XE3	IA2
761118XF0	IA3
761118XG8	IA4
761118XH6	IA5
761118XJ2	IA6
761118XK9	IA7
761118XL7	IA8
761118XM5	IA9
761118XN3	IA10
761118XP8	IA11
761118XQ6	IA12
761118XR4	IA13
761118XS2	IA14
761118XT0	IA15
761118XU7	IIA1
761118XV5	IAP
761118XW3	IAV
761118XX1	IIAP
761118YH5	IIAV
761118XY9	RI
761118XZ6	RII
761118YA0	RIII
761118YB8	M1
761118YC6	M2
761118YD4	M3
761118YE2	B1
761118YF9	B2
761118YG7	B3

Residential Accredit Loans, Inc. 2006-QS4

Cusip	Class
749228AA0	A1
749228AB8	A2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

749228AC6	A3
749228AD4	A4
749228AE2	A5
749228AF9	A6
749228AG7	A7
749228AH5	A8
749228AJ1	A9
749228AK8	A10
749228AL6	A11
749228AM4	A12
749228AN2	AP
749228AP7	AV
749228AQ5	RI
749228AR3	RII
749228AS1	M1
749228AT9	M2
749228AU6	M3
749228AV4	B1
749228AW2	B2
749228AX0	B3

Residential Accredit Loans, Inc. 2006-QS5

Cusip	Class
75114TAA9	A1
75114TAB7	A2
75114TAC5	A3
75114TAD3	A4
75114TAE1	A5
75114TAF8	A6
75114TAG6	A7
75114TAH4	A8
75114TAJ0	A9
75114TAK7	AP
75114TAL5	AV
75114TAP6	M1
75114TAQ4	M2
75114TAR2	M3
75114TAM3	RI
75114TAN1	RII
75114TAV3	B1
75114TAW1	B2
75114TAX9	B3

Residential Accredit Loans, Inc. 2006-QS6

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
74922EAA7	IA1
74922EAB5	IA2
74922EAC3	IA3
74922EAD1	IA4
74922EAE9	IA5
74922EAF6	IA6
74922EAG4	IA7
74922EAH2	IA8
74922EAJ8	IA9
74922EAK5	IA10
74922EAL3	IA11
74922EAM1	IA12
74922EAN9	IA13
74922EAP4	IA14
74922EAQ2	IA15
74922EAR0	IA16
74922EAS8	IA17
74922EAT6	IIA1
74922EAU3	IAP
74922EAV1	IAV
74922EAW9	IIAP
74922EAX7	IIAV
74922EBB4	IM1
74922EBC2	IM2
74922EBD0	IM3
74922EBE8	IIM1
74922EBF5	IIM2
74922EBG3	IIM3
74922EBH1	IB1
74922EBJ7	IB2
74922EBK4	IB3
74922EBL2	IIB1
74922EBM0	IIB2
74922EBN8	IIB3
74922EAY5	RI
74922EAZ2	RII
74922EBA6	RIII

Residential Accredit Loans, Inc. 2006-QS7

Cusip	Class
748940AA1	A1
748940AB9	A2
748940AC7	A3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

748940AD5	A4
748940AE3	A5
748940AF0	AP
748940AG8	AV
748940AK9	M1
748940AL7	M2
748940AM5	M3
748940AN3	B1
748940AP8	B2
748940AQ6	B3
748940AH6	RI
748940AJ2	RII

Residential Accredit Loans, Inc. 2006-QS8

Cusip	Class
75115AAA9	A1
75115AAB7	A2
75115AAC5	A3
75115AAD3	A4
75115AAE1	A5
75115AAF8	AP
75115AAG6	AV
75115AAK7	M1
75115AAL5	M2
75115AAM3	M3
75115AAN1	B1
75115AAP6	B2
75115AAQ4	B3
75115AAH4	RI
75115AAJ0	RII

Residential Accredit Loans, Inc. 2006-QS9

Cusip	Class
75115CAA5	IA1
75115CAB3	IA2
75115CAC1	IA3
75115CAD9	IA4
75115CAE7	IA5
75115CAF4	IA6
75115CAG2	IA7
75115CAH0	IA8
75115CAJ6	IA9
75115CAK3	IA10
75115CAL1	IA11

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75115CAM9	IA12
75115CAN7	IA13
75115CAP2	IA14
75115CAQ0	IA15
75115CAR8	IA16
75115CAS6	IA17
75115CAT4	IIA1
75115CAU1	IAP
75115CAV9	IAV
75115CAW7	IIAP
75115CAX5	IIAV
75115CBB2	M1
75115CBC0	M2
75115CBD8	M3
75115CBE6	B1
75115CBF3	B2
75115CBG1	B3
75115CAY3	RI
75115CAZ0	RII
75115CBA4	RIII

Residential Accredit Loans, Inc. 2006-QS10

Cusip	Class
751155AA0	A1
751155AB8	A2
751155AC6	A3
751155AD4	A4
751155AE2	A5
751155AF9	A6
751155AG7	A7
751155AH5	A8
751155AJ1	A9
751155AK8	A10
751155AL6	A11
751155AM4	A12
751155AN2	A13
751155AP7	A14
751155AQ5	A15
751155BB7	A16
751155BC5	A17
751155BD3	A18
751155BE1	A19
751155AR3	AP
751155AS1	AV

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

751155AV4	M1
751155AW2	M2
751155AX0	M3
751155AY8	B1
751155AZ5	B2
751155BA9	B3
751155AT9	RI
751155AU6	RII

Residential Accredit Loans, Inc. 2006-QS11

Cusip	Class
75115EAA1	IA1
75115EAB9	IA2
75115EAC7	IA3
75115EAD5	IA4
75115EAE3	IA5
75115EAF0	IA6
75115EAG8	IA7
75115EAU7	IA8
75115EAH6	IIA1
75115EAJ2	AP
75115EAK9	AV
75115EAN3	M1
75115EAP8	M2
75115EAQ6	M3
75115EAR4	B1
75115EAS2	B2
75115EAT0	B3
75115EAL7	RI
75115EAM5	RII

Residential Accredit Loans, Inc. 2006-QS12

Cusip	Class
751151AA9	IA1
751151AB7	IA2
751151AC5	IA3
751151AD3	IA4
751151AE1	IIA1
751151AF8	IIA2
751151AG6	IIA3
751151AH4	IIA4
751151AJ0	IIA5
751151AK7	IIA6
751151AL5	IIA7

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

751151AM3	IIA8
751151AN1	IIA9
751151AP6	IIA10
751151AQ4	IIA11
751151AR2	IIA12
751151AS0	IIA13
751151AT8	IIA14
751151AU5	IIA15
751151AV3	IIA16
751151AW1	IIA17
751151AX9	IIA18
751151AY7	IIA19
751151AZ4	AP
751151BA8	AV
751151BD2	M1
751151BE0	M2
751151BJ9	M3
751151BF7	B1
751151BG5	B2
751151BH3	B3
751151BB6	RI
751151BC4	RII

Residential Accredit Loans, Inc. 2006-QS13

Cusip	Class
75115DAA3	IA1
75115DAK1	IA10
75115DAL9	IA11
75115DAB1	IA2
75115DAC9	IA3
75115DAD7	IA4
75115DAE5	IA5
75115DAF2	IA6
75115DAG0	IA7
75115DAH8	IA8
75115DAJ4	IA9
75115DAN5	IAP
75115DAP0	IAV
75115DAX3	IB1
75115DAY1	IB2
75115DAZ8	IB3
75115DAM7	IIA1
75115DBD6	IIAP
75115DBE4	IIAV

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75115DBA2	IIB1
75115DBB0	IIB2
75115DBC8	IIB3
75115DAV7	IIM1
75115DAW5	IIM2
75115DBG9	IIM3
75115DAT2	IM1
75115DAU9	IM2
75115DBF1	IM3
75115DAQ8	RI
75115DAR6	RII
75115DAS4	RIII

Residential Accredit Loans, Inc. 2006-QS14

Cusip	Class
74922GAA2	A1
74922GAB0	A2
74922GAC8	A3
74922GAD6	A4
74922GAE4	A5
74922GAF1	A6
74922GAG9	A7
74922GAH7	A8
74922GAJ3	A9
74922GAK0	A10
74922GAL8	A11
74922GAM6	A12
74922GAN4	A13
74922GAP9	A14
74922GAQ7	A15
74922GAR5	A16
74922GAS3	A17
74922GAT1	A18
74922GAU8	A19
74922GAV6	A20
74922GAW4	A21
74922GAX2	A22
74922GAY0	A23
74922GAZ7	A24
74922GBA1	A25
74922GBB9	A26
74922GBC7	A27
74922GBD5	A28
74922GBE3	A29

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**Deutsche Bank National Trust Company
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74922GBF0	A30
74922GBG8	AP
74922GBH6	AV
74922GBL7	M1
74922GBM5	M2
74922GBR4	M3
74922GBN3	B1
74922GBP8	B2
74922GBQ6	B3
74922GBJ2	RI
74922GBK9	RII

Residential Accredit Loans, Inc. 2006-QS15

Cusip	Class
74922YAA3	A1
74922YAB1	A2
74922YAC9	A3
74922YAD7	A4
74922YAE5	A5
74922YAF2	A6
74922YAG0	AP
74922YAH8	AV
74922YAK1	M1
74922YAL9	M2
74922YAM7	M3
74922YAN5	B1
74922YAP0	B2
74922YAQ8	B3
74922YAJ4	R

Residential Accredit Loans, Inc. 2006-QS16

Cusip	Class
74922LAA1	A1
74922LAB9	A2
74922LAC7	A3
74922LAD5	A4
74922LAE3	A5
74922LAF0	A6
74922LAG8	A7
74922LAH6	A8
74922LAJ2	A9
74922LAK9	A10
74922LAL7	A11
74922LAM5	AP

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**Deutsche Bank National Trust Company
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74922LAN3	AV
74922LAR4	M1
74922LAS2	M2
74922LAT0	M3
74922LAU7	B1
74922LAV5	B2
74922LAW3	B3
74922LAP8	RI
74922LAQ6	RII

Residential Accredit Loans, Inc. 2006-QS17

Cusip	Class
74922SAA6	A1
74922SAB4	A2
74922SAC2	A3
74922SAD0	A4
74922SAE8	A5
74922SAF5	A6
74922SAG3	A7
74922SAH1	A8
74922SAJ7	A9
74922SAK4	A10
74922SAL2	A11
74922SAM0	AP
74922SAN8	AV
74922SAP3	RI
74922SAQ1	RII
74922SAR9	M1
74922SAS7	M2
74922SAT5	M3
74922SAU2	B1
74922SAV0	B2
74922SAW8	B3

Residential Accredit Loans, Inc. 2006-QS18

Cusip	Class
74922RAA8	IA1
74922RAB6	IA2
74922RAC4	IA3
74922RAD2	IA4
74922RAE0	IA5
74922RAF7	IA6
74922RAG5	IA7
74922RAH3	IIA1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922RAJ9	IIA2
74922RAK6	IIA3
74922RAL4	IIA4
74922RAM2	IIA5
74922RAN0	IIA6
74922RAP5	IIIA1
74922RAQ3	IIIA2
74922RAR1	IIIA3
74922RAS9	IAP
74922RAT7	IAV
74922RAU4	IIAP
74922RAV2	IIAV
74922RAW0	IIIAV
74922RAX8	IIIAV
74922RAY6	RI
74922RAZ3	RII
74922RBA7	RIII
74922RBB5	RIV
74922RBC3	IM1
74922RBD1	IM2
74922RBE9	IM3
74922RBF6	IIM1
74922RBG4	IIM2
74922RBH2	IIM3
74922RBJ8	IB1
74922RBK5	IB2
74922RBL3	IB3
74922RBM1	IIB1
74922RBN9	IIB2
74922RBP4	IIB3

Residential Accredit Loans, Inc. 2007-QA1

Cusip	Class
74923GAA1	A1
74923GAB9	A2
74923GAC7	A3
74923GAD5	A4
74923GAE3	M1
74923GAF0	M2
74923GAG8	M3
74923GAH6	M4
74923GAJ2	M5
74923GAL7	RI
74923GAM5	RX

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74923GAK9 SB

Residential Accredit Loans, Inc. 2007-QA2

Cusip	Class
74922PAA2	A1
74922PAB0	A2
74922PAC8	A3
74922PAD6	A4
74922PAE4	M1
74922PAF1	M2
74922PAG9	M3
74922PAH7	M4
74922PAJ3	M5
74922PAK0	RI
74922PAL8	RX
74922PAM6	SB

Residential Accredit Loans, Inc. 2007-QA3

Cusip	Class
74923XAA4	A1
74923XAB2	A2
74923XAC0	A3
74923XAD8	A4
74923XAE6	A5
74923XAF3	M1
74923XAG1	M2
74923XAH9	M3
74923XAJ5	M4
74923XAK2	M5
74923XAL0	SB
74923XAM8	RI
74923XAN6	RX
74923YAA2	A1A
74923YAB0	A1B
74923YAC8	A2
74923YAD6	M1
74923YAE4	M2
74923YAF1	M3
74923YAG9	M4
74923YAH7	SB
74923YAJ3	RI
74923YAK0	RX

Residential Accredit Loans, Inc. 2007-QA4

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
74923YAA2	A1A
74923YAB0	A1B
74923YAC8	A2
74923YAD6	M1
74923YAE4	M2
74923YAF1	M3
74923YAG9	M4
74923YAH7	SB
74923YAJ3	RI
74923YAK0	RX

Residential Accredit Loans, Inc. 2007-QA5

Cusip	Class
749236AA3	IA1
749236AB1	IA2
749236AC9	IIA1
749236AD7	IIA2
749236AE5	IIIA1
749236AF2	IIIA2
749236AG0	RI
749236AH8	RII
749236AJ4	M1
749236AK1	M2
749236AL9	M3
749236AM7	B1
749236AN5	B2
749236AP0	B3

Residential Accredit Loans, Inc. 2007-QS1

Cusip	Class
74922KAA3	IA1
74922KAB1	IA2
74922KAC9	IA3
74922KAD7	IA4
74922KAE5	IA5
74922KAF2	IA6
74922KAG0	IIA1
74922KAH8	IIA2
74922KAJ4	IIA3
74922KAK1	IIA4
74922KAL9	IIA5
74922KAM7	IIA6
74922KAN5	IIA7

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922KAP0	IIA8
74922KAQ8	IIA9
74922KAR6	IIA10
74922KAS4	IIA11
74922KAT2	IIA12
74922KAU9	IIA13
74922KAV7	IAP
74922KAW5	IAV
74922KAX3	IIAP
74922KAY1	IIAV
74922KAZ8	RI
74922KBA2	RII
74922KBB0	RIII
74922KBC8	IM1
74922KBD6	IM2
74922KBE4	IM3
74922KBF1	IIM1
74922KBG9	IIM2
74922KBH7	IIM3
74922KBJ3	IB1
74922KBK0	IB2
74922KBL8	IB3
74922KBM6	IIB1
74922KBN4	IIB2
74922KBP9	IIB3

Residential Accredit Loans, Inc. 2007-QS2

Cusip	Class
74923CAA0	A1
74923CAB8	A2
74923CAC6	A3
74923CAD4	A4
74923CAE2	A5
74923CAF9	A6
74923CAG7	A7
74923CAH5	AP
74923CAJ1	AV
74923CAK8	RI
74923CAL6	RII
74923CAM4	M1
74923CAN2	M2
74923CAP7	M3
74923CAQ5	B1
74923CAR3	B2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74923CAS1 B3

Residential Accredit Loans, Inc. 2007-QS3

Cusip	Class
75116BAA6	A1
75116BAB4	A2
75116BAC2	A3
75116BAD0	A4
75116BAE8	A5
75116BAF5	A6
75116BAG3	AP
75116BAH1	AV
75116BAJ7	R
75116BAL2	M1
75116BAM0	M2
75116BAN8	M3
75116BAP3	B1
75116BAQ1	B2
75116BAR9	B3
75116BAS7	P

Residential Accredit Loans, Inc. 2007-QS4

Cusip	Class
74923HBR1	B1
74923HBS9	B2
74923HBT7	B3
74923HAA9	IA1
74923HAB7	IA2
74923HAC5	IA3
74923HAD3	IA4
74923HBB6	IAP
74923HBC4	IAV
74923HAE1	IIA1
74923HAF8	IIA2
74923HAG6	IIA3
74923HAH4	IIA4
74923HAJ0	IIA5
74923HBD2	IIP
74923HBE0	IIAV
74923HAK7	IIIA1
74923HAU5	IIIA10
74923HAV3	IIIA11
74923HAL5	IIIA2
74923HAM3	IIIA3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74923HAN1	IIIA4
74923HAP6	IIIA5
74923HAQ4	IIIA6
74923HAR2	IIIA7
74923HAS0	IIIA8
74923HAT8	IIIA9
74923HBF7	IIIA P
74923HBG5	IIIA V
74923HAW1	IVA1
74923HAX9	IVA2
74923HAY7	IVA3
74923HBN0	M1
74923HBP5	M2
74923HBQ3	M3
74923HBK6	RI
74923HBL4	RII
74923HBM2	RIII
74923HAZ4	VA1
74923HBA8	VA2
74923HBH3	VAP
74923HBJ9	VAV

Residential Accredit Loans, Inc. 2007-QS5

Cusip	Class
74923JAA5	A1
74923JAK3	A10
74923JAL1	A11
74923JAM9	A12
74923JAN7	A13
74923JAP2	A14
74923JAB3	A2
74923JAC1	A3
74923JAD9	A4
74923JAE7	A5
74923JAF4	A6
74923JAG2	A7
74923JAH0	A8
74923JAJ6	A9
74923JAQ0	AP
74923JAR8	AV
74923JAY3	B1
74923JAZ0	B2
74923JBA4	B3
74923JAU1	M1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74923JAV9	M2
74923JAW7	M3
74923JAX5	P
74923JAS6	RI
74923JAT4	RII

Residential Accredit Loans, Inc. 2007-QS6

Cusip	Class
75116CAA4	A1
75116CAB2	A2
75116CAC0	A3
75116CAD8	A4
75116CAE6	A5
75116CAF3	A6
75116CAG1	A7
75116CAH9	A8
75116CAJ5	A9
75116CAK2	A10
75116CAL0	A11
75116CAM8	A12
75116CAN6	A13
75116CAP1	A14
75116CAQ9	A15
75116CAR7	A16
75116CAS5	A17
75116CAT3	A18
75116CAU0	A19
75116CAV8	A20
75116CAW6	A21
75116CAX4	A22
75116CAY2	A23
75116CAZ9	A24
75116CBA3	A25
75116CBB1	A26
75116CBC9	A27
75116CBD7	A28
75116CBE5	A29
75116CBF2	A30
75116CBG0	A31
75116CBH8	A32
75116CBJ4	A33
75116CBK1	A34
75116CBL9	A35
75116CBM7	A36

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75116CBN5	A37
75116CBP0	A38
75116CBQ8	A39
75116CBR6	A40
75116CBS4	A41
75116CBT2	A42
75116CBU9	A43
75116CBV7	A44
75116CBW5	A45
75116CBX3	A46
75116CBY1	A47
75116CBZ8	A48
75116CCA2	A49
75116CCB0	A50
75116CCC8	A51
75116CCD6	A52
75116CCE4	A53
75116CCF1	A54
75116CCG9	A55
75116CCH7	A56
75116CCJ3	A57
75116CCK0	A58
75116CCL8	A59
75116CCM6	A60
75116CCN4	A61
75116CCP9	A62
75116CCQ7	A63
75116CCR5	A64
75116CCS3	A65
75116CCT1	A66
75116CCU8	A67
75116CCV6	A68
75116CCW4	A69
75116CCX2	A70
75116CCY0	A71
75116CCZ7	A72
75116CDA1	A73
75116CDB9	A74
75116CDC7	A75
75116CDD5	A76
75116CDE3	A77
75116CDF0	A78
75116CDG8	A79
75116CDH6	A80

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75116CDJ2	A81
75116CDK9	A82
75116CDL7	A83
75116CDM5	A84
75116CDN3	A85
75116CDP8	A86
75116CDQ6	A87
75116CDR4	A88
75116CDS2	A89
75116CDT0	A90
75116CDU7	A91
75116CDV5	A92
75116CDW3	A93
75116CDX1	A94
75116CDY9	A95
75116CDZ6	A96
75116CEA0	A97
75116CEB8	A98
75116CEC6	A99
75116CED4	A100
75116CEE2	A101
75116CEF9	A102
75116CEG7	A103
75116CEH5	A104
75116CEJ1	A105
75116CEK8	A106
75116CEL6	A107
75116CEM4	A108
75116CEN2	A109
75116CEP7	A110
75116CEQ5	A111
75116CER3	A112
75116CES1	A113
75116CET9	A114
75116CEU6	A115
75116CEV4	A116
75116CEW2	AP
75116CEX0	AV
75116CEY8	RI
75116CEZ5	RII
75116CFA9	M1
75116CFB7	M2
75116CFC5	M3
75116CFD3	B1

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75116CFE1	B2
75116CFF8	B3
75116CFG6	P

Residential Accredit Loans, Inc. 2007-QS9

Cusip	Class
75116FAA7	A1
75116FAB5	A2
75116FAC3	A3
75116FAD1	A4
75116FAE9	A5
75116FAF6	A6
75116FAG4	A7
75116FAH2	A8
75116FAJ8	A9
75116FAK5	A10
75116FAL3	A11
75116FAM1	A12
75116FAN9	A13
75116FAP4	A14
75116FAQ2	A15
75116FAR0	A16
75116FAS8	A17
75116FAT6	A18
75116FAU3	A19
75116FAV1	A20
75116FAW9	A21
75116FBU2	A22
75116FAX7	A23
75116FAY5	A24
75116FAZ2	A25
75116FBA6	A26
75116FBB4	A27
75116FBC2	A28
75116FBD0	A29
75116FBE8	A30
75116FBF5	A31
75116FBG3	A32
75116FBH1	A33
75116FBJ7	AP
75116FBK4	AV
75116FBL2	RI
75116FBM0	RII
75116FBN8	M1

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75116FBP3	M2
75116FBQ1	M3
75116FBV0	P
75116FBR9	B1
75116FBS7	B2
75116FBT5	B3

Residential Accredit Loans, Inc. 2007-QS10

Cusip	Class
74924DAA7	A1
74924DAB5	A2
74924DAC3	A3
74924DAD1	A4
74924AAE9	A5
74924DAF6	A6
74924DAG4	A7
74924DAH2	AP
74924DAJ8	AV
74924DAK5	R
74924DAL3	M1
74924DAM1	M2
74924DAN9	M3
74924DAP4	P
74924DAQ2	B1
74924DAR0	B2
74924DAS8	B3

Residential Accredit Loans, Inc. 2007-QS11

Cusip	Class
74925GAA9	A1
74925GAB7	A2
74925GAC5	AP
74925GAD3	AV
74925GAF8	R
74925GAG6	M1
74925GAH4	M2
74925GAJ0	M3
74925GAE1	P
74925GAK7	B1
74925GAL5	B2
74925GAM3	B3

Residential Funding Mortgage Securities I, Inc. 2007-S4

Cusip	Class
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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74958YAA0	A1
74958YAB8	A2
74958YAC6	A3
74958YAD4	A4
74958YAE2	A5
74958YAF9	A6
74958YAG7	A7
74958YAH5	A8
74958YAJ1	A9
74958YAK8	A10
74958YAL6	A11
74958YAM4	A12
74958YBA9	A13
74958YAN2	A14
74958YAP7	A15
74958YAQ5	AP
74958YAR3	AV
74958YAS1	RI
74958YAT9	RII
74958YAU6	M1
74958YAV4	M2
74958YAW2	M3
74958YAX0	B1
74958YAY8	B2
74958YAZ5	B3

Residential Funding Mortgage Securities I, Inc. 2007-S5

Cusip	Class
749580AA4	A1
749580AB2	A2
749580AC0	A3
749580AD8	A4
749580AE6	A5
749580AF3	A6
749580AG1	A7
749580AH9	A8
749580AJ5	A9
749580AK2	A10
749580AL0	AP
749580AM8	AV
749580AN6	R
749580AQ9	M1
749580AR7	M2
749580AS5	M3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

749580AU0	B1
749580AV8	B2
749580AW6	B3

Residential Accredit Loans, Inc. 2007-QS7

Cusip	Class
74923WAA6	IA1
74923WAB4	IA2
74923WAC2	IA3
74923WAD0	IA4
74923WAE8	IA5
74923WAF5	IA6
74923WAG3	IA7
74923WAH1	IA8
74923WAJ7	IA9
74923WAK4	IIA1
74923WAL2	IIA2
74923WAM0	IAP
74923WAN8	IAV
74923WAP3	IIAP
74923WAQ1	IIAV
74923WAR9	RI
74923WAS7	RII
74923WAT5	RIII
74923WAU2	M1
74923WAV0	M2
74923WAW8	M3
74923WAX6	P
74923WAY4	B1
74923WAZ1	B2
74923WBA5	B3

Residential Accredit Loans, Inc. 2007-QS8

Cusip	Class
74922UAA1	A1
74922UAB9	A2
74922UAC7	A3
74922UAD5	A4
74922UAE3	A5
74922UAF0	A6
74922UAG8	A7
74922UAH6	A8
74922UAJ2	A9
74922UAK9	A10

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922UAL7	A11
74922UAM5	A12
74922UAN3	A13
74922UAP8	A14
74922UAQ6	A15
74922UAR4	A16
74922UAS2	A17
74922UAT0	AP
74922UAU7	AV
74922UAV5	RI
74922UAW3	RII
74922UAX1	M1
74922UAY9	M2
74922UAZ6	M3
74922UBB8	B1
74922UBC6	B2
74922UBD4	B3
74922UBA0	P

Residential Accredit Loans, Inc. 2005-QO1

Cusip	Class
761118EN4	A1
761118EP9	A2
761118EQ7	A3
761118ER5	A4
761118ET1	X
761118EU8	RI
761118EV6	RII
761118EX2	M1
761118EY0	M2
761118EZ7	M3
761118ES3	M4
761118EW4	M5
761118FT0	M6
761118FU7	M7
761118FV5	M8
761118FW3	M9
761118FA1	B1
761118FB9	B2
761118FC7	B3
761118FX1	P

Residential Accredit Loans, Inc. 2005-QO2

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

Cusip	Class
761118HU5	A1
761118HV3	A2
761118HW1	A3
761118HX9	X
761118HY7	RI
761118HZ4	RII
761118JA7	M1
761118JB5	M2
761118JC3	M3
761118JD1	B1
761118JE9	B2
761118JF6	B3

Residential Accredit Loans, Inc. 2005-QO3

Cusip	Class
761118KU1	A1
761118KV9	A2
761118KW7	A3
761118KX5	X
761118KY3	RI
761118LZ0	RII
761118LA4	M1
761118LB2	M2
761118LC0	M3
761118LD8	B1
761118LE6	B2
761118LF3	B3
761118LG1	P

Residential Accredit Loans, Inc. 2005-QO4

Cusip	Class
761118NL8	IA1
761118NM6	IA2
761118NN4	IIA1
761118NP9	IIA2
761118NQ7	IIA3
761118NR5	XIO
761118NS3	XPO
761118NT1	RI
761118NU8	RII
761118NV6	M1
761118NW4	M2
761118NX2	M3

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

761118NY0	B1
761118NZ7	B2
761118PA0	B3

Residential Accredit Loans, Inc. 2005-QO5

Cusip	Class
761118QM3	A1
761118QN1	A2
761118QP6	A3
761118QQ4	X
761118QR2	RI
761118QS0	RII
761118QT8	M1
761118QU5	M2
761118QV3	M3
761118QW1	M4
761118QX9	M5
761118QY7	M6
761118QZ4	M7
761118RA8	M8
761118RB6	M9
761118RC4	B1
761118RD2	B2
761118RE0	B3
761118RF7	P

Residential Accredit Loans, Inc. 2006-QO1

Cusip	Class
761118RG5	1A1
761118RH3	1A2
761118RJ9	2A1
761118RK6	2A2
761118RL4	2A3
761118RM2	3A1
761118RN0	3A2
761118RP5	3A3
761118RW0	X1
761118RX8	X2
761118RY6	X3
761118SX7	RI
761118SY5	RII
761118RQ3	M1
761118RR1	M2
761118RS9	M3

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**Deutsche Bank National Trust Company
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761118RT7	M4
761118RU4	M5
761118RV2	M6
761118SU3	B1
761118SV1	B2
761118SW9	B3

Residential Accredit Loans, Inc. 2006-QO3

Cusip	Class
761118WP9	A1
761118WQ7	A2
761118WR5	A3
761118WS3	M1
761118WT1	M2
761118WU8	M3
761118WV6	M4
761118WW4	M5
761118WX2	M6
761118WY0	M7
761118WZ7	M8
761118XB9	RI
761118XC7	RII
761118XA1	SB

Residential Accredit Loans, Inc. 2006-QO4

Cusip	Class
75114GAA7	IA1
75114GAB5	IA2
75114GAC3	IIA1
75114GAD1	IIA2
75114GAE9	IIA3
75114GAF6	M1
75114GAG4	M2
75114GAH2	M3
75114GAJ8	M4
75114GAK5	M5
75114GAL3	M6
75114GAM1	M7
75114GAN9	M8
75114GAP4	M9
75114GAQ2	M10
75114GAR0	SB
75114GAS8	RI
75114GAT6	RII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75114GAU3 RIII

Residential Accredit Loans, Inc. 2006-QO5

Cusip	Class
75114HAA5	IA1
75114HAB3	IA2
75114HAC1	IA3
75114HAD9	IIA1
75114HAE7	IIA2
75114HAF4	IIA3
75114HAG2	IIIA1
75114HAH0	IIIA2
75114HAJ6	IIIA3
75114HAK3	IIIA4
75114HAL1	IIIA5
75114HAP2	M1
75114HAQ0	M2
75114HAR8	M3
75114HAS6	M4
75114HAT4	M5
75114HAU1	M6
75114HAV9	M7
75114HAW7	XC
75114HAX5	XN
75114HAY3	SB
75114HBC0	P
75114HAZ0	RI
75114HBA4	RII
75114HBB2	RIII
75114HBD8	RX

Residential Accredit Loans, Inc. 2006-QO6

Cusip	Class
75114NAA2	A1
75114NAB0	A2
75114NAC8	A3
75114NAD6	M1
75114NAE4	M2
75114NAF1	M3
75114NAG9	M4
75114NAH7	M5
75114NAJ3	M6
75114NAK0	M7
75114NAL8	M8

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75114NAM6	M9
75114NAP9	RI
75114NAQ7	RII
75114NAN4	SB

Residential Accredit Loans, Inc. 2006-QO7

Cusip	Class
751150AA1	IA1
751150AB9	IA2
751150AC7	IA3
751150AD5	IIA1
751150AE3	IIA2
751150AF0	IIA3
751150AG8	IIIA1
751150AH6	IIIA2
751150AJ2	IIIA3
751150AK9	IIIA4
751150AS2	M1
751150AT0	M2
751150AU7	M3
751150AV5	M4
751150AW3	M5
751150AX1	M6
751150AY9	M7
751150BE2	P
751150BA0	RI
751150BB8	RII
751150BC6	RIII
751150BD4	RX
751150AZ6	SB
751150AP8	X1
751150AQ6	X2
751150AR4	X3

Residential Accredit Loans, Inc. 2006-QO8

Cusip	Class
75115FAA8	IA1A
75115FAC4	IA2A
75115FAS9	IA5A
75115FAB6	IA1B
75115FAD2	IA3A
75115FAE0	IA3B
75115FAQ3	IA4A
75115FAR1	IA4B

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**Deutsche Bank National Trust Company
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75115FAT7	IIA
75115FAF7	M1
75115FAG5	M2
75115FAH3	M3
75115FAJ9	M4
75115FAK6	M5
75115FAL4	M6
75115FAM2	M7
75115FAN0	M8
75115FAP5	M9
75115FAX8	IAX
75115FAY6	IIAX
75115FAZ3	SB
75115FBA7	P
75115FBB5	RI
75115FBC3	RII
75115FBD1	RIII
75115FBE9	RX

Residential Accredit Loans, Inc. 2006-QO9

Cusip	Class
75115HAA4	IA1A
75114PAA7	IA1B
75114PAB5	IA2A
75114PAC3	IA3A
75114PAD1	IA3B
75114PAE9	IA4A
75115HAB2	IIA
75115HAC0	M1
75115HAD8	M2
75115HAE6	M3
75115HAF3	M4
75115HAG1	M5
75115HAH9	M6
75115HAJ5	M7
75115HAK2	M8
75115HAL0	M9
75115HAM8	B
75115HAN6	AXP
75115HAP1	SB
75115HAQ9	P
75115HAR7	RI
75115HAS5	RII
75115HAT3	RIII

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**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75115HAU0	RIV
75115HAV8	RX

Residential Accredit Loans, Inc. 2006-QO10

Cusip	Class
751153AA5	A1
751153AB3	A2
751153AC1	A3
751153AD9	M1
751153AE7	M2
751153AF4	M3
751153AG2	M4
751153AH0	M5
751153AJ6	M6
751153AK3	M7
751153AL1	M8
751153AM9	M9
751153AN7	B
751153AQ0	RI
751153AR8	RII
751153AT4	RX
751153AP2	SB
751153AS6	P

Residential Accredit Loans, Inc. 2007-QH1

Cusip	Class
74922HAA0	A1
74922HAB8	A2
74922HAC6	A3
74922HAD4	M1
74922HAE2	M2
74922HAF9	M3
74922HAG7	M4
74922HAH5	M5
74922HAJ1	M6
74922HAK8	M7
74922HAL6	SB
74922HAM4	RI
74922HAN2	RII
74922HAQ5	RIII
74922HAP7	RX

Residential Accredit Loans, Inc. 2007-QH2

Cusip	Class
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Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922JAA6	A1
74922JAB4	A2
74922JAC2	A3
74922JAD0	M1
74922JAE8	M2
74922JAF5	M3
74922JAG3	M4
74922JAH1	M5
74922JAJ7	M6
74922JAK4	M7
74922JAL2	SB
74922JAM0	RI
74922JAN8	RII
74922JAP3	RIII
74922JAQ1	RX

Residential Accredit Loans, Inc. 2007-QH3

Cusip	Class
74922WAA7	A1
74922WAB5	A2
74922WAC3	A3
74922WAD1	M1
74922WAE9	M2
74922WAF6	M3
74922WAG4	M4
74922WAH2	M5
74922WAJ8	M6
74922WAK5	M7
74922WAL3	M8
74922WAM1	M9
74922WAN9	SB
74922WAP4	RI
74922WAQ2	RII
74922WAR0	RIII
74922WAS8	RX

Residential Accredit Loans, Inc. 2007-QH4

Cusip	Class
74922TAA4	A1
74922TAB2	A2
74922TAC0	A3
74922TAD8	M1
74922TAE6	M2
74922TAF3	M3

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922TAG1	M4
74922TAH9	M5
74922TAJ5	M6
74922TAK2	M7
74922TAL0	M8
74922TAM8	B
74922TAN6	SB
74922TAP1	RI
74922TAQ9	RII
74922TAR7	RIII
74922TAS5	RX

Residential Accredit Loans, Inc. 2007-QH5

Cusip	Class
75116EAA0	AI1
75116EAB8	AI2
75116EAC6	AI3
75116EAD4	AII
75116EAE2	M1
75116EAF9	M2
75116EAG7	M3
75116EAH5	M4
75116EAJ1	M5
75116EAK8	M6
75116EAL6	M7
75116EAM4	M8
75116EAU6	SB
75116EAP7	RI
75116EAQ5	RII
75116EAR3	RIII
75116EAT9	RIV
75116EAS1	RX

Residential Accredit Loans, Inc. 2007-QH6

Cusip	Class
74922AAA5	A1
74922AAB3	A2
74922AAC1	A3
74922AAD9	M1
74922AAE7	M2
74922AAF4	M3
74922AAG2	M4
74922AAH0	M5
74922AAJ6	M6

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74922AAK3	M7
74922AAL1	M8
74922AAR8	B
74922AAS6	SB
74922AAM9	RI
74922AAN7	RII
74922AAP2	RIII
74922AAQ0	RX

Residential Accredit Loans, Inc. 2007-QH7

Cusip	Class
75115LAA5	1A1
75115LAB3	1A2
75115LAC1	1A3
75115LAD9	2A1
75115LAE7	2A2
75115LAF4	M1
75115LAG2	M2
75115LAH0	M3
75115LAJ6	M4
75115LAK3	M5
75115LAL1	M6
75115LAM9	M7
75115LAN7	M8
75115LAP2	M9
75115LAT4	SB
75115LAU1	RI
75115LAV9	RII
75115LAW7	RIII
75115LAX5	RIV
75115LAY3	RX

Residential Accredit Loans, Inc. 2007-QH8

Cusip	Class
74924EAA5	A
74924EAJ6	X
74924EAK3	RI
74924EAL1	RII
74924EAB3	M1
74924EAC1	M2
74924EAD9	M3
74924EAH0	P
74924EAE7	B1
74924EAF4	B2

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74924EAG2 B3

Residential Accredit Loans, Inc. 2007-QH9

Cusip	Class
749241AA3	A1
749241AB1	A2
749241AC9	X
749241AD7	RI
749241AE5	RII
749241AF2	M1
749241AG0	M2
749241AH8	M3
749241AJ4	P
749241AK1	B1
749241AL9	B2
749241AM7	B3

Residential Accredit Loans, Inc. 2007-QO1

Cusip	Class
75115YAA7	A1
75115YAB5	A2
75115YAC3	A3
75115YAD1	M1
75115YAE9	M2
75115YAF6	M3
75115YAG4	M4
75115YAH2	M5
75115YAJ8	M6
75115YAK5	M7
75115YAL3	M8
75115YAM1	M9
75115YAT6	B
75115YAN9	SB
75115YAP4	P
75115YAQ2	RI
75115YAR0	RII
75115YAS8	RX

Residential Accredit Loans, Inc. 2007-QO2

Cusip	Class
75116AAA8	A1
75116AAB6	A2
75116AAC4	A3
75116AAD2	M1

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

75116AAE0	M2
75116AAF7	M3
75116AAG5	M4
75116AAH3	M5
75116AAJ9	M6
75116AAK6	M7
75116AAL4	M8
75116AAM2	M9
75116AAS9	B
75116AAN0	SB
75116AAP5	P
75116AAQ3	RI
75116AAR1	RII
111411898	RIII
111411906	RX

Residential Accredit Loans, Inc. 2007-QO3

Cusip	Class
74923TAA3	A1
74923TAB1	A2
74923TAC9	A3
74923TAD7	M1
74923TAE5	M2
74923TAF2	M3
74923TAG0	M4
74923TAH8	M5
74923TAJ4	M6
74923TAK1	M7
74923TAL9	M8
74923TAM7	M9
74923TAN5	SB
74923TAP0	RI
74923TAQ8	RII
74923TAR6	RX

Residential Accredit Loans, Inc. 2007-QO4

Cusip	Class
74923LAA0	A1
74923LAB8	A1a
74923LAC6	A2
74923LAD4	A3
74923LAE2	M1
74923LAF9	M2
74923LAG7	M3

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

74923LAH5	M4
74923LAJ1	M5
74923LAK8	M6
74923LAL6	M7
74923LAM4	M8
74923LAN2	M9
74923LAS1	SB
74923LAP7	RI
74923LAQ5	RII
74923LAR3	RX

Residential Accredit Loans, Inc. 2007-QO5

Cusip	Class
74924AAA3	A
74924AAB1	M1
74924AAC9	M2
74924AAD7	M3
74924AAF2	M5
74924AAG0	SB
74924AAH8	RI
74924AAJ4	RII
74924AAK1	RX

Residential Accredit Loans, Inc. 2006-QH1

Cusip	Class
75115GAA6	A1
75115GAB4	A2
75115GAC2	A3
75115GAD0	M1
75115GAE8	M2
75115GAF5	M3
75115GAG3	M4
75115GAH1	M5
75115GAJ7	SB
75115GAM0	RX
75115GAK4	RI
75115GAL2	RII

GMACM Mortgage Loan Trust 2005-AR3

Cusip	Class
36185N6Y1	1A
36185N6Z8	2A1
36185N7A2	2A2
36185N7B0	3A1

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

36185N7C8	3A2
36185N7D6	3A3
36185N7E4	3A4
36185N7F1	4A1
36185N7G9	4A2
36185N7H7	4A3
36185N7J3	4A4
36185N7K0	4A5
36185N7L8	5A1
36185N7M6	5A2
36185N7P9	M1
36185N7Q7	M2
36185N7R5	M3
36185N7S3	B1
36185N7T1	B2
36185N7U8	B3
36185N7N4	R

GMACM Mortgage Loan Trust 2005-AR4

Cusip	Class
76112BUD0	1-A
76112BUE8	2A-1
76112BUF5	2A-2
76112BUG3	3A-1
76112BUH1	3A-2
76112BUJ7	4A-1
76112BUK4	4A-2
76112BUL2	5A-1
76112BUM0	5A-2
76112BUP3	M-1
76112BUQ1	M-2
76112BUR9	M-3
76112BUS7	B-1
76112BUT5	B-2
76112BUU2	B-3
76112BUN8	R

GMACM Mortgage Loan Trust 2005-AR5

Cusip	Class
76112BXX3	1A-1
76112BXY1	1A-2
76112BXZ8	2A-1
76112BYA2	2A-2
76112BYB0	3A-1

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

76112BYC8	3A-2
76112BYD6	4A-1
76112BYE4	4A-2
76112BYF1	5A-1
76112BYH7	M-1
76112BYJ3	M-2
76112BYK0	M-3
76112BYL8	B-1
76112BYM6	B-2
76112BYN4	B-3
76112BYG9	R

GMACM Mortgage Loan Trust 2005-AR6

Cusip	Class
36185MBG6	1-A-1
36185MBH4	1-A-2
36185MBJ0	2-A-1
36185MBK7	2-A-2
36185MBL5	3-A-1
36185MBM3	3-A-2
36185MBN1	4-A-1
36185MBP6	4-A-2
36185MBR2	M-1
36185MBS0	M-2
36185MBT8	M-3
36185MBU5	B-1
36185MBV3	B-2
36185MBW1	B-3
36185MBQ4	R

GMACM Mortgage Loan Trust 2005-AF1

Cusip	Class
36185MAH5	A-1
36185MAJ1	A-2
36185MAK8	A-3
36185MAL6	A-4
36185MAM4	A-5
36185MAN2	A-6
36185MAP7	A-7
36185MAQ5	A-8
36185MAR3	A-9
36185MAW2	A-10
36185MAX0	A-11
36185MAY8	A-12

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

36185MBF8	A-13
36185MAS1	M-1
36185MAT9	M-2
36185MAU6	M-3
36185MAZ5	B-1
36185MBA9	B-2
36185MBB7	B-3
36185MBC5	PO
36185MBD3	IO
36185MBE1	R

GMACM Mortgage Loan Trust 2005-AF2

Cusip	Class
36185MDB5	A-1
36185MDC3	A-2
36185MDD1	PO
36185MDE9	IO
36185MDF6	R
36185MDG4	M-1
36185MDH2	M-2
36185MDJ8	M-3
36185MDK5	B-1
36185MDL3	B-2
36185MDM1	B-3

GMACM Mortgage Loan Trust 2005-J1

Cusip	Class
36185MBX9	A-1
36185MBY7	A-2
36185MBZ4	A-3
36185MCA8	A-4
36185MCB6	A-5
36185MCC4	A-6
36185MCD2	A-7
36185MCE0	A-8
36185MCF7	A-9
36185MCG5	A-10
36185MCH3	A-11
36185MCJ9	A-12
36185MCK6	A-13
36185MCL4	A-14
36185MCM2	A-15
36185MCN0	A-16
36185MCP5	A-17

Schedule A

**Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas**

36185MCQ3	A-18
36185MCR1	A-19
36185MCS9	PO
36185MCT7	IO
36185MCV2	M-1
36185MCW0	M-2
36185MCX8	M-3
36185MCU4	R
36185MCY6	B-1
36185MCZ3	B-2
36185MDA7	B-3

MASTR SPEC LN TR 2005-2

Cusip

576436CD9
576436CF4
576436CE7
576436CG2
576436CL1
576436CH0
576436CJ6
576436CK3
MSL0502CE

MASTR SPEC LN TR 2005-3

Cusip

576436CN7
576436CP2
576436CQ2
576436CR8
576436CM9
576436CS6
MSL053P
MSL053C

Schedule A

U.S. Bank National Association

GMACM Home Equity Loan Trust 2004-HE4, Successor Trustee

361856DP9

GMACM4HE4OTC

361856DR5

GMACM Home Equity Loan Trust 2005-HE3, Successor Trustee

361856EH6

361856EJ2

GMACM05HE3CE

361856EK9

361856EM5

GMACM Home Equity Loan Trust 2006-HE4, Successor Trustee

38012UAA7

38012UAB5

38012UAC3

GMACM6HE4OTC

38012UAF6

GMACM Home Equity Loan Trust 2007-HE1, Successor Trustee

36186KAB1

36186KAC9

36186KAD7

36186KAE5

GMACM7HE1OTC

GMACM07HE1RI

GMAC07HE1RII

GMACM07HE1SB

Home Equity Loan Trust 2007-HSA2, Successor Trustee

43710RAE1

43710RAF8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

43710RAG6

43710RAJ0

43710RAK7

43710RAH4

Home Equity Loan Trust 2007-HSA3, Successor Trustee

43710WAD2

43710WAE0

43710WAF7

43710WAG5

43710WAK6

43710WAL4

43710WAH3

43710WAJ9

RAAC Series 2007-RP1 Trust

74977YAA7

74977YAB5

74977YAC3

74977YAD1

74977YAE9

74977YAG4

74977YAH2

74977YAF6

RAAC Series 2007-RP2 Trust

74919WAA2

74919WAB0

74919WAC8

74919WAD6

74919WAE4

74919WAG9

74919WAH7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74919WAF1

RAAC Series 2007-RP3 Trust

74978BAA6

74978BAB4

74978BAC2

74978BAD0

74978BAE8

74978BAG3

74978BAH1

74978BAF5

RAAC Series 2007-RP4 Trust

74919LAD0

74919LAE8

74919LAF5

74919LAG3

74919LAH1

74919LAB4

74919LAC2

74919LAA6

Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass-Through Certificates Series 2006-QA2

761118UD8

761118UE6

761118TN8

761118TP3

761118TQ1

761118TR9

761118TS7

761118TT5

761118TU2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

761118TV0

761118TW8

761118UA4

761118UB2

761118UC0

761118WN4

761118TX6

761118TY4

761118TZ1

Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass-Through Certificates Series 2006-QO2

761118VY1

761118VZ8

761118WA2

761118WB0

761118WC8

761118WD6

761118WE4

761118WF1

761118WG9

761118WH7

761118WJ3

761118WL8

761118WM6

761118WK0

Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass-Through Certificates Series 2006-QS2

761118UG1

761118UR7

761118US5

761118UU0

761118UV8

761118UW6

761118UX4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

761118UY2
761118UZ9
761118UH9
761118UJ5
761118UK2
761118UL0
761118UM8
761118UN6
761118UP1
761118UQ9
761118VD7
761118VE5
761118VS4
761118VT2
761118VU9
761118VA3
761118VB1
761118VF2
761118VG0
761118VV7
761118VW5
761118VX3
761118VC9
761118VP0
761118VQ8
761118VR6
761118VL9
761118VM7
761118VN5
761118VH8
761118VJ4
761118VK1

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates Series 2007-RS1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74923RAC3

74923RAD1

74923RAE9

74923RAQ2

74923RAF6

74923RAG4

74923RAH2

74923RAJ8

74923RAK5

74923RAL3

74923RAM1

74923RAN9

74923RAP4

111412383

111412391

111412375

Residential Asset Mortgage Products Inc. Mortgage Asset-Backed Pass Through Certificates Series 2007-SP1

74978AAB6

74978AAC4

74978AAD2

74978AAE0

74978AAF7

74978AAG5

74978AAJ9

74978AAK6

74978AAH3

Residential Asset Mortgage Products Inc. Mortgage Asset-Backed Pass Through Certificates Series 2007-SP3

74978FAA7

74978FAH2

74978FAB5

74978FAC3

74978FAD1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74978FAE9

74978FAG4

74978FAJ8

74978FAF6

Residential Asset Mortgage Products Mortgage Asset-Backed Pass-Through Certificate Series 2007-RZ1

74923PAB9

74923PAC7

74923PAP8

U75181AA2

74923PAN3

74923PAD5

74923PAE3

74923PAF0

74923PAG8

74923PAH6

74923PAJ2

74923PAK9

74923PAL7

74923PAM5

9ABSAT010

74923PAQ6

Residential Asset Mortgage Products, Inc Mortgage Asset-Backed Pass Through Certificates Series 2007-SP2

74919XAD4

74919XAE2

74919XAF9

74919XAG7

74919XAH5

74919XAJ1

74919XAK8

74919XAB8

74919XAC6

74919XAA0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2005-EFC1

76112BRV4

76112BRW2

76112BRL6

76112BRM4

76112BRN2

76112BRP7

76112BRQ5

76112BRR3

76112BRS1

76112BRT9

76112BRU6

RAMP05EF0547

RAMP05EF0542

RAMP05EF0544

RAMP05EF0549

RAMP05EF0546

76112BQJ2

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates Series 2007-RS2

75157DAA2

75157DAB0

75157DAC8

75157DAD6

75157DAE4

75157DAF1

75157DAG9

75157DAH7

75157DAJ3

75157DAK0

9ABSCF877

9ABSCF885

75157DAL8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC2

76112BVY3

RAM05EFC0608

76112BVP2

76112BVQ0

76112BVR8

76112BVS6

76112BVT4

76112BVU1

76112BVV9

76112BVW7

76112BVX5

RAMP05EF0609

76112BWA4

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC3

RAM5EFC30634

76112BYT1

76112BYU8

76112BYV6

76112BYW4

76112BYX2

76112BYY0

76112BYZ7

76112BZA1

76112BZB9

RAMP05EF0632

76112BZD5

76112BZC7

RAMP5EFC0633

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC4

76112BD56

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76112BC32

76112BD64

76112BC40

76112BC57

76112BC65

76112BC73

76112BC81

76112BC99

76112BD23

76112BD31

76112BD49

RAMP05EF0670

76112BB90

RAMP5EFC0671

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC5

76112BH29

76112BH37

76112BH45

76112BH52

76112BH60

76112BH78

76112BH86

76112BH94

76112BJ27

76112BJ35

76112BJ43

RAMP05EF0714

76112BJ68

76112BJ50

RAMP5EFC0713

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC6

76112BJ84

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76112BJ92

76112BL32

76112BK25

76112BK33

76112BK41

76112BK58

76112BK66

76112BK74

76112BK82

76112BK90

76112BL24

RAMP05EFC6RI

RAMP05EFC6R2

RAMP5EFC6III

76112BL40

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EFC7

76112BR69

76112BR77

76112BR85

RAMP05EFCTRI

RAM05EFC7RII

76112BR93

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2005-NC1

76112BQ94

76112BR28

76112BR36

RAMP05NC1RI

RAMP05NC1RII

76112BT67

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2006-EFC1

76112BW30

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76112BV56

76112BV64

76112BV72

76112BV80

76112BV98

76112BW22

76112BW48

76112BW55

76112BW63

76112BW71

RAMP06EFC1RI

RAMP06EFC1RII

76112BY53

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2006-EFC2

749238AB7

749238AC5

749238AD3

749238AP6

U75184AA6

749238AE1

749238AF8

749238AG6

749238AH4

749238AJ0

749238AK7

749238AL5

749238AM3

749238AN1

749238AR2

RAMP06EFC2R2

749238AQ4

U75184AB4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2006-NC1

76112BW97

76112BX21

76112BX39

76112BX47

76112BX54

76112BX62

76112BX70

76112BX88

76112BX96

76112BY20

76112BY38

RAMP06NC1RI

RAMP06NC1RII

76112BY61

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2006-NC2

75156TAB6

75156TAC4

75156TAN0

75156TAD2

75156TAE0

75156TAF7

75156TAG5

75156TAH3

75156TAJ9

75156TAK6

75156TAL4

75156TAM2

RAMP06NC2RI

RAMP06NC2RII

75156TAP5

Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2006-NC3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76112B4M9

76112B4N7

76112B4P2

76112B4Y3

76112B4Q0

76112B4R8

76112B4S6

76112B4T4

76112B4U1

76112B4V9

76112B4W7

76112B4X5

RAMP06NC3RI

RAMP06NC3RII

76112B4K3

Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RS6

75156QAB2

75156QAC0

75156QAD8

75156QAP1

75156QAE6

75156QAF3

75156QAG1

75156QAH9

75156QAJ5

75156QAK2

75156QAL0

75156QAM8

75156QAN6

RAMP06RS6RI

RAMP06RS6RII

RAMP06RS6SB

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-RZ5

749239AD1

749239AE9

749239AF6

749239AG4

749239AH2

749239AJ8

749239AK5

749239AL3

749239AM1

749239AN9

749239AP4

749239AR0

749239AQ2

Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-SP4

74919VAB2

74919VAC0

74919VAG1

74919VAH9

74919VAJ5

74919VAK2

74919VAL0

74919VAD8

74919VAE6

74919VAF3

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX1

75405KAB4

75405KAC2

75405KAD0

75405KAE8

75405KAF5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

75405KAG3

75405KAH1

75405KAJ7

75405KAK4

75405KAL2

75405KAM0

RASC06EMX1RI

RASC6EMX1RII

RASC06EMX1SB

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX2

75406AAB5

75406AAC3

75406AAD1

75406AAE9

75406AAF6

75406AAG4

75406AAH2

75406AAJ8

75406AAK5

75406AAL3

75406AAM1

RASC06EMX2RI

RASC6EMX2RII

75406AAN9

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX3

76113ABZ3

76113ACA7

76113ACB5

76113ACC3

76113ACD1

76113ACE9

76113ACF6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76113ACG4

76113ACH2

76113ACJ8

76113ACK5

RASC06EMX3R

76113ACL3

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX4

75406DAC7

75406DAD5

75406DAE3

75406DAF0

75406DAG8

75406DAH6

75406DAJ2

75406DAK9

75406DAL7

75406DAM5

75406DAN3

RASC06EMX4R

75406DAP8

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX5

74924QAC4

74924QAD2

74924QAE0

74924QAF7

74924QAG5

74924QAH3

74924QAJ9

74924QAK6

74924QAL4

74924QAM2

74924QAN0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

RASC06EMX5R

74924QAP5

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX6

754065AB6

754065AC4

754065AD2

754065AE0

754065AF7

754065AG5

754065AH3

754065AJ9

754065AK6

754065AL4

754065AM2

754065AN0

RASC06EMX6R

754065AP5

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX7

74924TAB0

74924TAC8

74924TAD6

74924TAE4

74924TAF1

74924TAG9

74924TAH7

74924TAJ3

74924TAK0

74924TAL8

74924TAM6

74924TAN4

RASC06EMX7R

74924TAP9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX8

74924UAB7

74924UAC5

74924UAD3

74924UAE1

74924UAF8

74924UAG6

74924UAH4

74924UAJ0

74924UAK7

74924UAL5

74924UAM3

74924UAN1

74924UAP6

74924UAR2

74924UAQ4

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2006-EMX9

74924VAE9

74924VAB5

74924VAC3

74924VAD1

74924VAF6

74924VAQ2

74924VAG4

74924VAH2

74924VAJ8

74924VAK5

74924VAL3

74924VAM1

74924VAN9

74924VAP4

74924VAS8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74924VAR0

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates Series 2007-EMX1

74924XAA3

74924XAB1

74924XAC9

74924XAD7

74924XAE5

RASC07EMX1R

74924XAF2

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, 2005-AHL1

76110W4D5

76110W4E3

76110W4F0

76110W4G8

76110W4H6

RASC05AH0683

RASC5AHL0684

76110W4J2

76110W4K9

76110W4L7

76110W4M5

76110W4N3

76110W4P8

RASCO05A0682

76110W5D4

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, 2005-AHL2

76110W5F9

76110W5G7

76110W5H5

76110W5J1

76110W5K8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110W5L6
76110W5M4
76110W5N2
76110W5P7
76110W5Q5
76110W5R3
RASC05AH0716
76110W5T9
76110W5S1
RASC5AHL0715

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, 2005-AHL3

76110W6L5
76110W6M3
76110W6N1
76110W6P6
76110W6Q4
76110W6R2
76110W6S0
76110W6T8
76110W6U5
76110W6V3
76110W6W1
RASC05AH0742
76110W6X9
RASC5AHL0743

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2004-KS12

76110WL61
76110WK88
76110WK96
76110WL20
76110WL38
76110WL46

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110WL53

RASC04KS0451

RASC04KS0452

RASC04KS0453

76110WL79

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005 KS2

76110WN51

76110WP59

76110WP67

76110WP42

76110WN69

76110WN77

76110WN85

76110WN93

76110WP26

76110WP34

RASC05KS0485

RASC05KS0484

RASC05KS0482

76110WP75

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005 KS3

76110WT30

76110WT48

76110WT55

76110WT63

76110WT22

76110WS31

76110WS49

76110WS56

76110WS64

76110WS72

76110WS80

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110WS98

RASC05KL0511

RASC05KL0510

76110WT71

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-EMX1

RA05EMX10639

RAS05EMX0638

76110WR32

76110WQ58

76110WQ66

76110WQ74

76110WQ82

76110WQ90

76110WR24

RASC05EM0624

73110WR40

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-EMX2

76110W2F2

76110W2R6

76110W2G0

76110W2H8

76110W2J4

76110W2K1

76110W2L9

76110W2M7

76110W2N5

76110W2P0

76110W2Q8

RASC05EM0571

RASC05EM0572

76110W2S4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-EMX3

RA05EMX30662

75405MAQ7

RAS05EMX0661

75405MAF1

75405MAG9

75405MAH7

75405MAJ3

75405MAK0

75405MAL8

75405MAM6

75405MAN4

75405MAP9

RASC05EM0663

75405MAR5

75405MAE4

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-EMX4

76110W5X0

76110W5Y8

76110W5Z5

76110W6A9

76110W6B7

76110W6C5

76110W6D3

76110W6E1

76110W6F8

76110W6G6

76110W6H4

RASC05EMX4RI

RASC5EMX4RII

76110W6J0

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS10

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

75405WAB8

75405WAC6

75405WAD4

RAS05KS10723

RASC05KS0724

75405WAE2

75405WAF9

75405WAG7

75405WAH5

75405WAJ1

75405WAK8

75405WAL6

75405WAM4

75405WAN2

RASC05KS0725

76110W5U6

75405WAP7

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS11

RA05KS110739

76110W7A8

76110W7B6

76110W7C4

RAS05KS10740

76110W7D2

76110W7E0

76110W7F7

76110W7G5

76110W7H3

76110W7J9

76110W7K6

76110W7L4

76110W7M2

RASC05KS0738

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110W7N0

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS12

753910AB4

753910AC2

753910AD0

753910AE8

753910AF5

753910AG3

753910AH1

753910AJ7

753910AK4

753910AL2

753910AM0

RASC05KS12RI

RASC5KS12RII

753910AN8

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS4

76110WV86

76110WV94

76110WU61

76110WU79

76110WU87

76110WU95

76110WV29

76110WV37

76110WV45

RASC05KS0528

RASC05KS0529

76110WV52

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS5

76110WX68

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110WX76

76110WW69

76110WW77

76110WW85

76110WW93

76110WX27

76110WX35

76110WX43

76110WX50

RASC05KS0538

RASC05KS0539

76110WX84

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS6

76110W2A3

76110W2B1

76110WY67

76110WZ74

76110WZ82

76110WY75

76110WY83

76110WY91

76110WZ25

76110WZ33

76110WZ41

76110WZ58

76110WZ66

RASC05KS0585

RASC05KS0583

76110W2T2

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS8

RASC5KS80654

76110W4A1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

RASCM5KS0653

76110W3T1

76110W3U8

76110W3V6

76110W3W4

76110W3X2

76110W3Y0

76110W3Z7

RASCMS5K0652

76110W4B9

76110W3Q7

76110W3R5

76110W3S3

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS9

RASC05KS0698

754058AB1

754058AC9

754058AN5

754058AP0

754058AD7

754058AE5

754058AF2

754058AG0

754058AH8

754058AJ4

754058AK1

754058AL9

754058AM7

RASCS05K0699

754058AQ8

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2006-KS9

75406YAB3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

75406YAC1

75406YAD9

75406YAE7

75406YAF4

75406YAG2

75406YAH0

75406YAJ6

75406YAK3

75406YAL1

75406YAM9

75406YAN7

75406YAP2

RASC06KS9R

75406YAQ0

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2007-KS1

74924SAB2

74924SAC0

74924SAD8

74924SAP1

U75308AA1

74924SAE6

74924SAF3

74924SAG1

74924SAH9

74924SAJ5

74924SAK2

74924SAL0

74924SAM8

74924SAN6

RASC07KS1R

74924SAQ9

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2007-KS2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74924WAB3

74924WAC1

74924WAD9

74924WAE7

74924WAF4

74924WAQ0

74924WAG2

74924WAH0

74924WAJ6

74924WAK3

74924WAL1

74924WAM9

74924WAN7

74924WAP2

RASC07KS2R

74924WAR8

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2007-KS3

74924YAB9

74924YAC7

74924YAD5

74924YAE3

74924YAF0

74924YAG8

74924YAH6

74924YAJ2

74924YAK9

74924YAL7

74924YAM5

74924YAN3

74924YAP8

RASC07KS3R

74924YAQ6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass Through Certificates, Series 2005-KS1

76110WM29

76110WM94

76110WM37

76110WM45

76110WM52

76110WM60

76110WM78

76110WM86

RASC05KS0475

RASC05KS0476

76110WN28

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS1

76113AAE1

76113AAF8

76113AAG6

76113AAH4

76113AAJ0

76113AAK7

76113AAL5

76113AAM3

76113AAN1

76113AAP6

76113AAQ4

RASC06KS1RI

RASC06KS1RII

76113ABE0

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS2

75406BAM9

75406BAC1

75406BAD9

75406BAE7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

75406BAP2

75406BAF4

75406BAG2

75406BAH0

75406BAJ6

75406BAK3

75406BAL1

75406BAN7

RASC06KS2RI

RASC06KS2RII

RASC6KS2RIII

75406BAQ0

75406BAD8

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS3

76113ABH3

76113ABJ9

76113ABK6

76113ABL4

76113ABV2

76113ABW0

76113ABM2

76113ABN0

76113ABP5

76113ABQ3

76113ABR1

76113ABS9

76113ABT7

76113ABU4

RASC06K3R

76113ABX8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS4

75406EAC5

75406EAD3

75406EAQ4

U7530PAA3

75406EAE1

75406EAP6

75406EAF8

75406EAG6

75406EAH4

75406EAJ0

75406EAK7

75406EAL5

75406EAM3

75406EAN1

RASC06KS4RI

RASC06KS4RII

RASC6KS4RIII

75406EAR2

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS5

75406VAC7

75406VAD5

75406VAP8

75406VAE3

75406VAF0

75406VAG8

75406VAH6

75406VAJ2

75406VAK9

75406VAL7

75406VAM5

75406VAN3

RASC06KS5R

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

75406VAQ6

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS6

75406WAC5

75406WAD3

75406WAP6

75406WAE1

75406WAF8

75406WAG6

75406WAH4

75406WAJ0

75406WAK7

75406WAL5

75406WAM3

75406WAN1

RASC06KS6R

75406WAQ4

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS7

75406XAC3

75406XAD1

75406XAE9

75406XAF6

75406XAG4

75406XAH2

75406XAJ8

75406XAK5

75406XAL3

75406XAM1

75406XAN9

RASC06KS7R

75406XAP4

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2006-KS8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74924RAB4

74924RAC2

74924RAD0

74924RAE8

74924RAF5

74924RAG3

74924RAH1

74924RAJ7

74924RAK4

74924RAL2

74924RAM0

74924RAN8

74924RAQ1

74924RAP3

Residential Asset Securities Corporation Home Equity Mortgage Asset-Backed Pass-Through Certificates, Series 2005-EMX5

76110W7Q3

76110W7R1

RASC05EMX5RI

RASC5EMX5RII

76110W7S9

Residential Asset Securities Corporation Home Equity Mortgage Pass Through Certificates, Series 2005-KS7

76110W3G9

RASC05KS0604

76110W2X3

76110W2Y1

76110W2Z8

76110W3A2

76110W3B0

76110W3C8

76110W3D6

76110W3E4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76110W3F1

RASCO05K0602

76110W3H7

Residential Asset Securities Corporation Series 2007-KS4 Trust

74924NAA5

74924NAB3

74924NAC1

74924NAD9

74924NAE7

74924NAF4

74924NAG2

74924NAH0

74924NAJ6

74924NAK3

74924NAL1

74924NAM9

74924NAN7

9ABSCK850

9ABSCK868

74924NAP2

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2004-PS1

76111XPP2

76111XPU1

76111XPV9

76111XPW7

76111XPR8

76111XPS6

76111XPT4

76111XPQ0

Residential Funding Mortgage Securities I, INC. Mortgage Pass-Through Certificates, Series 2004-S9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XQD8

76111XQN6

76111XQP1

76111XQQ9

76111XQR7

76111XQS5

76111XQT3

76111XQU0

76111XQV8

76111XQW6

76111XQX4

76111XQE6

76111XQY2

76111XRA3

76111XRB1

76111XRC9

76111XRD7

76111XRE5

76111XRF2

76111XQF3

76111XQG1

76111XQH9

76111XQJ5

76111XQK2

76111XQL0

76111XQM8

76111XRH8

76111XRJ4

76111XPX5

76111XPY3

76111XPZ0

76111XRG0

76111XRK1

76111XRL9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XQA4
76111XQB2
76111XQC0
76111XRU9
76111XRV7
76111XRW5
76111XRR6
76111XRS4
76111XRT2
76111XRM7
76111XRN5
76111XRP0
76111XRQ8
76111XQZ9

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S1

76111XRX3
76111XRY1
76111XRZ8
76111XSA2
76111XSB0
76111XSC8
76111XSG9
76111XSH7
76111XSV6
76111XSW4
76111XSX2
76111XSD6
76111XSE4
76111XSF1
76111XSJ3
76111XSK0
76111XSY0
76111XSZ7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XTA1
76111XSS3
76111XST1
76111XSU8
76111XSP9
76111XSQ7
76111XSR5
76111XSL8
76111XSM6
76111XSN4

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S2

76111XTQ6
76111XTR4
76111XTS2
76111XTT0
76111XTU7
76111XTV5
76111XTW3
76111XTX1
76111XUD3
76111XUE1
76111XUF8
76111XUA9
76111XUB7
76111XUC5
76111XTY9
76111XTZ6

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S3

76111XUG6
76111XUH4
76111XUJ0
76111XUP6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XUQ4

76111XUR2

76111XUL5

76111XUM3

76111XUN1

76111XUK7

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-through Certificates, Series 2005-S4

76111XUS0

76111XUT8

76111XUU5

76111XUV3

76111XUW1

76111XVB6

76111XVC4

76111XVD2

76111XUY7

76111XUZ4

76111XVA8

76111XUX9

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S5

76111XXH1

76111XWN9

76111XWP4

76111XWQ2

76111XWR0

76111XWS8

76111XWT6

76111XWU3

76111XWV1

76111XWW9

76111XWX7

76111XXC2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XXD0

76111XXE8

76111XWZ2

76111XXA6

76111XXB4

76111XWY5

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S6

76111XXT5

76111XXR9

76111XXS7

76111XXW8

76111XXX6

76111XXY4

76111XXJ7

76111XXK4

76111XXL2

76111XXM0

76111XXN8

76111XXP3

76111XXQ1

76111XXU2

76111XXZ1

76111XYA5

76111XYB3

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S7

76111XZR7

76111XZS5

76111XZT3

76111XZU0

76111XZV8

76111XZW6

76111XZX4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XZY2

76111XZZ9

76111XA29

76111XA37

76111XZN6

76111XZP1

76111XZQ9

76111XA60

76111XA78

76111XA86

76111XA45

76111XA52

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S8

76111XD26

76111XC50

76111XC68

76111XC76

76111XC84

76111XC92

76111XD67

76111XD75

76111XD83

76111XD34

76111XD42

76111XD59

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-S9

76111XD91

76111XF24

76111XF32

76111XF40

76111XE25

76111XE33

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XE41
76111XE58
76111XE66
76111XE74
76111XE82
76111XE90
76111XF57
76111XF65
76111XG49
76111XG56
76111XG64
76111XF99
76111XG23
76111XG31
76111XF73
76111XF81

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-through Certificates, Series 2005-SA2

76111XVJ9
76111XVK6
76111XVW0
76111XVX8
76111XVY6
76111XVE0
76111XVF7
76111XVG5
76111XVL4
76111XVS9
76111XVT7
76111XVU4
76111XVV2
76111XVQ3
76111XVR1
76111XVM2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XVN0

76111XVP5

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-SA3

76111XWA7

76111XWB5

76111XWD1

76111XXG3

76111XWE9

76111XXF5

76111XWK5

76111XWL3

76111XWM1

76111XVZ3

76111XWF6

76111XWG4

76111XWH2

76111XWJ8

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-SA4

76111XYY3

76111XYZ0

76111XYU1

76111XYV9

76111XYW7

76111XYN7

76111XYP2

76111XYQ0

76111XYL1

76111XYC1

76111XYD9

76111XYE7

76111XYF4

76111XYH0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XYJ6

76111XYX5

76111XYR8

76111XYS6

76111XYT4

76111XYK3

76111XYG2

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2005-SA5

76111XZD8

76111XZB2

76111XZE6

76111XZC0

76111XZK2

76111XZL0

76111XZM8

76111XZA4

76111XZG1

76111XZH9

76111XZJ5

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S1

76111XK44

76111XK51

76111XL35

76111XL43

76111XL50

76111XJ20

76111XJ38

76111XJ46

76111XJ53

76111XJ61

76111XJ79

76111XJ95

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XK28

76111XK36

76111XK85

76111XK93

76111XL27

76111XK69

76111XK77

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S10

74958DAX6

74958DAY4

74958DAZ1

74958DAA6

74958DAB4

74958DAC2

74958DAD0

74958DAE8

74958DAF5

74958DAG3

74958DAJ7

74958DAK4

74958DAH1

74958DAL2

74958DAM0

74958DBA5

74958DBB3

74958DBC1

74958DAU2

74958DAV0

74958DAW8

74958DAR9

74958DAS7

74958DAT5

74958DAN8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74958DAP3

74958DAQ1

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S11

74958FAA1

74958FAB9

74958FAC7

74958FAD5

74958FAE3

74958FAF0

74958FAM5

74958FAN3

74958FAP8

74958FAJ2

74958FAK9

74958FAL7

74958FAG8

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S12

74958EAB2

74958EAC0

74958EAD8

74958EAE6

74958EAF3

74958EAG1

74958EAH9

74958EBT2

74958EBU9

74958EBV7

74958EBJ4

74958EBK1

74958EBL9

74958EAJ5

74958EAT3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74958EAK2

74958EAL0

74958EAM8

74958EAN6

74958EAP1

74958EAQ9

74958EAR7

74958EAS5

74958EAY2

74958EAZ9

74958EBW5

74958EBX3

74958EBY1

74958EBM7

74958EBN5

74958EBP0

74958EAA4

74958EAU0

74958EAV8

74958EBQ8

74958EBR6

74958EBS4

74958EAW6

74958EAX4

74958EBF2

74958EBG0

74958EBH8

74958EBA3

74958EBB1

74958EBC9

74958EBD7

74958EBE5

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XL76
76111XL84
76111XL92
76111XM26
76111XM34
76111XM42
76111XM59
76111XM67
76111XM75
76111XN41
76111XN58
76111XN66
76111XM91
76111XN25
76111XN33
76111XM83

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S3

76111XN74
76111XP80
76111XN82
76111XN90
76111XP23
76111XP31
76111XP56
76111XP64
76111XP72
76111XP98
76111XQ22
76111XQ71
76111XQ89
76111XQ97
76111XQ48
76111XQ55

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XQ63

76111XQ30

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S4

762010AA4

762010AK2

762010AB2

762010AC0

762010AD8

762010AE6

762010AF3

762010AG1

762010AJ5

762010AL0

762010AM8

762010AS5

762010AT3

762010AU0

762010AP1

762010AQ9

762010AR7

762010AN6

762010AV8

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S5

74957EAA5

74957EAK3

74957EAM9

74957EAN7

74957EAP2

74957EAQ0

74957EAR8

74957EAS6

74957EAT4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74957EAB3
74957EAC1
74957EAD9
74957EAE7
74957EAF4
74957EAG2
74957EAJ6
74957EAW7
74957EAX5
74957EBB2
74957EBC0
74957EBD8
74957EAY3
74957EAZ0
74957EBA4
74957EAU1
74957EAV9

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S6

74957VAA7
74957VAK5
74957VAM1
74957VAN9
74957VAP4
74957VAQ2
74957VAR0
74957VAJ8
74957VAS8
74957VAT6
74957VAZ2
74957VBA6
74957VBB4
74957VAW9
74957VAX7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74957VAY5

74957VAU3

74957VAV1

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S7

74958AAA2

74958AAK0

74958AAB0

74958AAC8

74958AAD6

74958AAE4

74958AAF1

74958AAG9

74958AAH7

74958AAJ3

74958AAL8

74958AAM6

74958AAT1

74958AAU8

74958AAV6

74958AAQ7

74958AAR5

74958AAS3

74958AAN4

74958AAP9

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S8

74957XAA3

74957XAK1

74957XAL9

74957XAM7

74957XAN5

74957XAP0

74957XAQ8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74957XAR6

74957XAB1

74957XAC9

74957XAD7

74957XAE5

74957XAF2

74957XAG0

74957XAV7

74957XAW5

74957XBA2

74957XBB0

74957XBC8

74957XAX3

74957XAY1

74957XAZ8

74957XAS4

74957XAT2

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-S9

749577AA0

749577AK8

749577AL6

749577AM4

749577AB8

749577AC6

749577AD4

749577AH5

749577AJ1

749577AN2

749577AP7

749577AV4

749577AW2

749577AX0

749577AS1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

749577AT9

749577AU6

749577AQ5

749577AR3

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-SA1

76111XH71

76111XH89

76111XH97

76111XG72

76111XG80

76111XG98

76111XH22

76111XH48

76111XH55

76111XH63

76111XH30

76111XL68

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-SA2

749574AE9

749574AF6

749574AQ2

749574AR0

749574AS8

749574AA7

749574AC3

749574AD1

749574AG4

749574AH2

749574AM1

749574AN9

749574AP4

749574AJ8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

749574AK5

749574AL3

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-SA3

749575AU0

749575AG1

749575AH9

749575AV8

749575AW6

749575AA4

749575AB2

749575AC0

749575AD8

749575AE6

749575AJ5

749575AK2

749575AL0

749575AM8

749575AR7

749575AS5

749575AT3

749575AN6

749575AP1

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2006-SA4

74958CAF7

74958CAG5

74958CAN0

74958CAE0

74958CAP5

74958CAQ3

74958CAR1

74958CAA8

74958CAD2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74958CAB6

74958CAC4

74958CAK6

74958CAL4

74958CAM2

74958CAH3

74958CAJ9

74958CAS9

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S1

749581AE4

749581AP9

749581AQ7

749581AR5

749581AS3

749581AT1

749581AU8

749581AV6

749581AW4

749581AF1

749581AH7

749581AJ3

749581AK0

749581AL8

749581AM6

749581AN4

749581AA2

749581AB0

749581BA1

749581BB9

749581BC7

749581AX2

749581AY0

749581AZ7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

749581AC8

749581AD6

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S2

749583AA8

749583AK6

749583AY6

749583AZ3

749583AB6

749583AD2

749583AE0

749583AF7

749583AG5

749583AH3

749583AJ9

749583AL4

749583AM2

749583AT7

749583AU4

749583AV2

749583AQ3

749583AR1

749583AS9

749583AN0

749583AP5

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S3

74958BAD4

74958BAE2

74958BAF9

74958BAG7

74958BAH5

74958BAJ1

74958BAK8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74958BAL6
74958BAM4
74958BAR3
74958BAS1
74958BAQ5
74958BAT9
74958BAU6
74958BAA0
74958BAB8
74958BAC6
74958BAV4
74958BAW2
74958BAX0

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S6

762009AA6
762009AK4
762009AL2
762009AM0
762009AN8
762009AP3
762009AQ1
762009AR9
762009AS7
762009AT5
762009AU2
762009AB4
762009AV0
762009AC2
762009AD0
762009AE8
762009AF5
762009AH1
762009AJ7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

762009AX6

762009AW8

762009CA4

762009CB2

762009CC0

762009AY4

762009BH0

762009BJ6

762009BK3

762009BL1

762009BM9

762009BN7

762009AZ1

762009BA5

762009BB3

762009BC1

762009BD9

762009BE7

762009BF4

762009BG2

762009BQ0

762009BP2

762009CD8

762009CE6

762009CF3

762009BX5

762009BY3

762009BZ0

762009BU1

762009BV9

762009BW7

762009BR8

762009BS6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S7

76200RAA6

76200RAK4

76200RAL2

76200RAM0

76200RAN8

76200RAP3

76200RAQ1

76200RAR9

76200RAS7

76200RAT5

76200RAU2

76200RAV0

76200RAW8

76200RAX6

76200RAY4

76200RAZ1

76200RBA5

76200RBB3

76200RBC1

76200RBD9

76200RBE7

76200RAC2

76200RBF4

76200RBG2

76200RBH0

76200RBJ6

76200RBK3

76200RBL1

76200RBM9

76200RAE8

76200RAF5

76200RAG3

76200RAH1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76200RAJ7

76200RBN7

76200RBP2

76200RBU1

76200RBV9

76200RBW7

76200RBR8

76200RBS6

76200RBT4

76200RBX5

76200RBQ0

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-S8

76200QAN0

76200QAP5

76200QAQ3

76200QAA8

76200QAB6

76200QAE0

76200QAF7

76200QAC4

76200QAD2

76200QAR1

76200QAS9

76200QAJ9

76200QAK6

76200QAL4

76200QAM2

76200QAG5

76200QAH3

X76200QAM2

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-SA1

74958WAP1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74958WAQ9

74958WAR7

74958WAA4

74958WAB2

74958WAC0

74958WAD8

74958WAE6

74958WAF3

74958WAG1

74958WAL0

74958WAM8

74958WAN6

74958WAH9

74958WAJ5

74958WAK2

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-SA2

74958XAP9

74958XAQ7

74958XAR5

74958XAA2

74958XAB0

74958XAC8

74958XAD6

74958XAE4

74958XAF1

74958XAL8

74958XAM6

74958XAN4

74958XAH7

74958XAJ3

74958XAG9

X74958XAH7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-SA3

74958TAR4
74958TAS2
74958TAT0
74958TAA1
74958TAB9
74958TAC7
74958TAH6
74958TAK9
74958TAN3
74958TAP8
74958TAQ6
74958TAL7
74958TAM5
74958TAJ2
74958TAF0
74958TAG8

Residential Funding Mortgage Securities I, Inc. Mortgage Pass-Through Certificates, Series 2007-SA4

74959AAK9
74959AAL7
74959AAM5
74959AAN3
74959AAP8
74959AAQ6
74959AAA1
74959AAR4
74959AAD5
74959AAE3
74959AAH6
74959AAJ2
74959AAF0
74959AAG8
74959AAB9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74959AAC7

Residential Funding Mortgage Securities I, Inc., Series 2007-S9

74958VAR9

74958VAS7

74958VAT5

74958VAA6

74958VAB4

74958VAF5

74958VAG3

74958VAC2

74958VAD0

74958VAE8

74958VAJ7

74958VAM0

74958VAN8

74958VAP3

74958VAQ1

74958VAK4

74958VAL2

Residential Funding Mortgage Securities II Home Loan Trust 2007-HI1

43718WAB8

43718WAC6

43718WAD4

9ABSCA654

Residential Funding Mortgage Securities II Series 2007-HSA1

43710MAA0

9ABSAW872

9ABSAT036

Residential Funding Mortgage Securities II, Inc. Home Loan-Backed Notes, Series 2006-HI5

43718VAC8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

43718VAD6

RFMSII06HI5T

Residential Funding Mortgage Securities, I Inc. Mortgage Pass-Through Certificates, Series 2005-SA1

76111XTH6

76111XTM5

76111XTN3

76111XTP8

76111XTB9

76111XTC7

76111XTD5

76111XTE3

76111XTF0

76111XTJ2

76111XTK9

76111XTL7

76111XTG8

Residential Funding Mortgage, Securities I, Inc. Mortgage Pass-Through Certificates, Series 2004-S7

76111XNF6

76111XNG4

76111XNH2

76111XNN9

76111XNP4

76111XNQ2

76111XNK5

76111XNL3

76111XNM1

76111XNJ8

Residential Funding Mortgage, Securities I, Inc. Mortgage Pass-Through Certificates, Series 2004-S8

76111XPL1

76111XPM9

76111XNU3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

76111XNY5

76111XNZ2

76111XPA5

76111XPB3

76111XPH0

76111XPJ6

76111XPK3

76111XPE7

76111XPF4

76111XPG2

76111XPC1

76111XPD9

GMACM HELT 2004-HE3

361856DL8

GMACM04HE3

361856DG9

ACE Series 2007-SL3

00443YAA8

9ABSDU865

9ABSDU881

9ABSDU873

9ABSDU857

9ABSDU840

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

ACE Securities Corp. 1999-A

AHMIT 2005-4

02660TGT4

02660TGW7

02660TGR8

02660TGX5

02660THB2

02660TGP2

02660TGU1

02660TGY3

02660TGN7

02660TGZ0

02660TGS6

02660THC0

02660THA4

02660TGQ0

02660TGV9

AHM0544A

AHM0544C

02660THJ5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

02660THD8

02660THF3

02660THE6

02660THH9

02660THG1

ARMT 2005-10

007036TA4

007036TB2

007036TC0

007036TD8

007036TE6

007036TF3

007036TG1

007036TH9

007036TJ5

007036TK2

007036TL0

007036TT3

007036TM8

007036TN6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

007036TW6

007036UK0

007036TP1

007036TQ9

007036TR7

007036UB0

007036UC8

007036TS5

ARMT 2005-11

007036UX2

007036UY0

007036VA1

007036VB9

007036VC7

007036VD5

007036VE3

007036VF0

007036VG8

007036UQ7

007036UR5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

007036US3

007036VS2

ARMT 2005-9

007036RT5

007036RU2

007036RW8

007036RV0

007036RX6

007036RY4

007036RZ1

007036SA5

007036SB3

007036SC1

007036SD9

007036SE7

007036SG2

007036SH0

007036SJ6

007036SX5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BAFC 2005-3

05946XVL4

05946XVQ3

05946XVR1

05946XVS9

05946XVT7

05946XVU4

05946XVV2

05946XVW0

05946XVX8

05946XVY6

05946XVZ3

05946XWA7

05946XWB5

05946XWC3

05946XWD1

05946XWE9

05946XWF6

05946XWG4

05946XWH2

05946XWN9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XWP4

05946XWQ2

05946XWR0

05946XWS8

05946XWT6

05946XWU3

05946XWV1

05946XWL3

05946XWM1

05946XWW9

05946XWX7

05946XWY5

05946XWZ2

05946XXA6

BAFC 2005-4

05946XZV8

05946XZW6

05946XZX4

05946XZY2

05946XB77

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XZZ9

05946XA29

05946XA37

05946XA45

05946XA52

05946XA60

05946XA78

05946XA86

05946XA94

05946XB28

05946XB36

05946XB44

05946XB51

BAFC 2005-5

05946XD34

05946XD42

05946XD59

05946XD67

05946XD75

05946XD83

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XD91

05946XE25

05946XE33

05946XE41

05946XE58

05946XE66

05946XE74

05946XE82

05946XE90

05946XF24

05946XF32

05946XF40

05946XF57

05946XF65

05946XF73

05946XF81

05946XF99

05946XG23

05946XG31

05946XG49

05946XG56

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BAFC 2005-6

05946XL92

05946XM26

05946XM34

05946XM42

05946XM59

05946XM67

05946XM75

05946XM83

05946XM91

05946XN25

05946XN33

05946XN41

05946XN58

05946XN66

05946XN74

05946XN82

05946XN90

05946XP23

05946XP31

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XP49

05946XP56

05946XP64

05946XP72

05946XP80

05946XP98

05946XQ22

05946XQ30

BAFC 2005-7

05946XQ97

05946XR21

05946XR39

05946XR47

05946XR54

05946XV83

05946XR62

05946XR70

05946XR88

05946XR96

05946XS20

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XS38

05946XS46

05946XS53

05946XS61

05946XS79

05946XS87

05946XS95

05946XT29

05946XT37

05946XT45

05946XT52

05946XT60

05946XT78

05946XT86

05946XT94

05946XU27

05946XU35

05946XU43

05946XU50

05946XU68

05946XU76

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XU84

05946XU92

05946XV26

05946XV34

05946XV42

05946XV59

05946XV67

05946XV91

05946XW25

05946XW41

05946XW58

05946XV75

BAFC 2005-8

05946XX57

05946XX65

05946XX73

05946X3C5

05946X3B7

05946XX81

05946XX99

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946XY23

05946XY31

05946XY49

05946XY56

05946XY64

05946XY72

05946XY80

05946XY98

05946XZ22

05946XZ30

05946XZ48

05946XZ55

05946XZ63

05946XZ71

05946XZ89

05946XZ97

05946X2A0

05946X2B8

05946X2C6

05946X2D4

05946X2E2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946X2F9

05946X2G7

05946X2H5

05946X2J1

05946X2K8

05946X2L6

05946X2M4

05946X2N2

05946X2P7

05946X2Q5

05946X2R3

05946X2S1

05946X2T9

05946X2U6

05946X2V4

05946X2W2

05946X2X0

05946X2Y8

05946X2Z5

05946X3A9

05946X3D3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05946X3E1

05946X3F8

05946X3G6

05946X3H4

05946X3J0

BAFC 2006-5

05950NAA6

05950NAB4

05950NAC2

05950NAD0

05950NAE8

05950NAF5

05950NAG3

05950NAH1

05950NAJ7

05950NAK4

05950NAL2

05950NAM0

05950NAN8

05950NAP3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05950NBT4

05950NBS6

05950NBA5

05950NBB3

05950NBC1

05950NBD9

05950NAQ1

05950NBE7

05950NBF4

05950NBG2

05950NBH0

05950NBJ6

05950NBK3

05950NBN7

05950NBP2

05950NBQ0

05950NBR8

05950NBU1

BAFC 2007-3

059515AU0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

059515AV8

059515AW6

059515AX4

059515BE5

059515BF2

059515AZ9

059515BA3

059515AY2

059515BB1

059515BC9

059515BD7

059515BK1

059515BL9

059515BM7

059515BR6

059515BS4

059515BT2

059515AA4

059515AB2

059515AC0

059515AD8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

059515AE6

059515AF3

059515AG1

059515AH9

059515AJ5

059515AK2

059515AL0

059515AT3

059515AM8

059515AN6

059515AP1

059515AQ9

059515AR7

059515AS5

059515BG0

059515BH8

059515BJ4

059515BN5

059515BP0

059515BQ8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BAFC 2007-4

05953YAS0

05953YAT8

05953YAU5

05953YAV3

05953YAW1

05953YAX9

05953YAY7

05953YAZ4

05953YBA8

05953YBB6

05953YBC4

05953YBD2

05953YBE0

05953YBF7

05953YBG5

05953YBH3

05953YBJ9

05953YBK6

05953YBL4

05953YBM2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05953YBN0

05953YBP5

05953YBQ3

05953YBR1

05953YBS9

05953YBT7

05953YBU4

05953YBV2

05953YBW0

05953YBX8

05953YBY6

05953YBZ3

05953YCA7

05953YCB5

05953YCC3

05953YCD1

05953YCE9

05953YCJ8

05953YCK5

05953YCL3

05953YCF6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05953YCG4

05953YCH2

05953YCM1

05953YCN9

05953YCP4

05953YAG6

05953YAH4

05953YAJ0

05953YAA9

05953YAB7

05953YAK7

05953YAC5

05953YCQ2

05953YAD3

05953YAL5

05953YAE1

05953YAF8

05953YAM3

05953YAN1

05953YAP6

05953YAQ4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

05953YAR2

BAFC 2007-7

059529AB3

059529AC1

059529AD9

059529AA5

059529AE7

059529AF4

059529AG2

059529AH0

059529AJ6

059529AK3

059529AL1

059529AM9

059529AN7

059529AP2

059529AQ0

059529AR8

059529AS6

059529AT4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

059529AU1

059529AV9

059529AW7

059529AX5

059529AY3

059529BB2

059529BC0

059529BD8

059529BE6

059529BN6

059529BP1

059529BQ9

059529BF3

059529BG1

059529BH9

059529BR7

059529BS5

059529BT3

059529AZ0

059529BA4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BART 2004-1

07384MG22

07384ML67

07384MG63

07384MK27

07384ML42

07384ML75

07384MJ45

07384MH96

07384ML26

07384MJ29

07384MG30

07384MJ78

07384MK35

07384MH62

07384MH70

07384MJ94

07384MG97

07384MH39

07384MG89

07384MJ52

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384MG48

07384MJ86

07384MF80

07384MG55

07384MH88

07384MG71

07384ML34

07384MJ37

07384MH47

07384MJ60

07384ML59

07384MF98

07384MH54

07384MK43

07384MH21

07384MK92

07384MK50

07384ME73

07384ME99

07384ME81

07384ME65

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384ME40

07384ME57

07384MK68

07384MK84

07384MK76

BART 2004-10

07384M4G4

07384M3Y6

07384M4A7

07384M4W9

07384M4M1

07384M4H2

07384M4F6

07384M4X7

07384M6A5

07384M5X6

07384M4L3

07384M5A6

07384M4J8

07384M4U3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M4D1

07384M4K5

07384M3Z3

07384M5Z1

07384M4E9

07384M5B4

07384M3X8

07384M4V1

07384M4C3

07384M4T6

07384M4Y5

07384M4B5

07384M5Y4

07384M4Z2

07384M6B3

07384M5E8

07384M5G3

07384M5H1

07384M5F5

07384M4P4

07384M5C2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M5L2

07384M4S8

07384M4Q2

07384M4R0

07384M5J7

07384M4N9

07384M5K4

07384M5D0

BART 2004-12

07384M6U1

07384M6P2

07384M6F4

07384M6W7

07384M6V9

07384M6L1

07384M6H0

07384M6Q0

07384M6K3

07384M6N7

07384M6M9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M6Y3

07384M6J6

07384M6G2

07384M6X5

07384M7B2

07384M6Z0

07384M7A4

07384M6S6

07384M6T4

07384M6R8

BART 2004-5

07384MT51

07384MT69

07384MT44

07384MS94

07384MS86

07384MS78

07384MS60

07384MT36

07384MT28

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384MV66

07384MV74

07384MV58

BART 2004-9

07384M2X9

07384M2Z4

07384M3A8

07384M2Y7

07384M3M2

07384M3K6

07384M3B6

07384M3P5

07384M3C4

07384M3F7

07384M3L4

07384M3D2

07384M2V3

07384M3E0

07384M3Q3

07384M2W1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M3N0

07384M3H3

07384M3S9

07384M3R1

07384M3U4

07384M3V2

07384M3W0

07384M3G5

07384M3J9

BASAT 2006-G1

059484AA3

059484AB1

059484AC9

059484AD7

059484AE5

059484AF2

Bayview 2006-B

07325NDV1

07325NEA6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07325NDU3

07325NDN9

07325NDY5

07325NDM1

07325NDZ2

07325NDS8

07325NDT6

07325NDL3

07325NDX7

07325NDW9

07325NDP4

BAYVW06RL

07325NEC2

07325NEB4

07325NED0

07325NED0

Bayview 2006-D

07325HAM7

07325HAJ4

07325HAD7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07325HAS4

07325HAF2

07325HAN5

07325HAP0

07325HAK1

07325HAR6

07325HAQ8

07325HAL9

07325HAH8

07325HAE5

07325HAC9

07325HAV7

07325HAU9

07325HAW5

07325HAT2

07325HAV7

Bayview 2007-A

07325VAF1

07325VAP9

07325VAD6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07325VAR5

07325VAM6

07325VAE4

07325VAG9

07325VAQ7

07325VAS3

07325VAN4

07325VAC8

07325VAL8

07325VAT1

07325VAW4

07325VAV6

07325VAU8

07325VAV6

BSABS 2004-AC1

07384YQN9

07384YQJ8

07384YQM1

07384YQP4

07384YQL3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384YQK5

07384YQS8

07384YQQ2

07384YQT6

07384YQR0

07384YQU3

BSABS 2004-AC2

073879AH1

073879AG3

073879AA6

073879AF5

073879AB4

073879AC2

073879AL2

073879AE8

073879AD0

073879AJ7

073879AK4

073879AM0

073879AR9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

073879AV0

073879AQ1

073879AN8

073879AP3

073879AS7

BSABS 2005-AC3

073879XD5

073879XE3

073879XJ2

073879XK9

073879XL7

073879XM5

073879XF0

073879XG8

073879XH6

073879WQ7

073879WR5

073879WS3

073879WT1

073879WW4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

073879WX2

073879WY0

073879WV6

073879WU8

073879XN3

073879XP8

073879WZ7

073879XS2

073879XT0

073879XR4

073879XB9

073879XC7

073879XA1

BSABS 2005-AC5

073879D54

073879ZW1

073879ZX9

073879ZY7

073879ZZ4

073879A24

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

073879A65

073879A73

073879A81

073879A32

073879A40

073879A57

073879A99

073879B23

073879B31

073879B49

073879B80

073879B98

073879B72

073879B56

073879B64

073879C71

073879C89

073879C30

073879C48

073879C55

073879D21

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BSABS 2005-AC7

073879T24

073879T32

073879T40

073879T57

073879T99

073879U22

073879U30

073879T65

073879T73

073879T81

073879U63

073879U48

073879U71

073879U89

BSALTA 2006-3

07386HK26

07386HK34

07386HK83

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07386HK91

07386HL25

07386HL33

07386HL41

07386HL58

07386HL66

07386HL74

07386HL82

07386HL90

07386HM24

07386HM32

07386HM57

07386HM40

07386HM65

07386HM73

07386HP54

07386HP62

07386HP70

07386HP88

07386HP96

07386HQ20

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07386HN56

07386HN64

07386HQ38

07386HQ46

07386HN72

07386HQ53

07386HQ61

07386HQ79

07386HQ87

07386HQ95

07386HR52

07386HR60

07386HR29

07386HR37

07386HR45

07386HN98

07386HP21

07386HP39

07386HK42

07386HK59

07386HK67

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07386HK75

07386HM81

07386HM99

07386HN80

07386HN23

07386HN31

BSSLT 2007-1

07401WAS8

07401WAJ8

07401WBA6

07401WAE9

07401WBH1

07401WBE8

07401WBB4

07401WAP4

07401WAC3

07401WAD1

07401WAA7

07401WAV1

07401WAR0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07401WAH2

07401WAT6

07401WBC2

07401WBD0

07401WAW9

07401WAF6

07401WAG4

07401WAQ2

07401WBF5

07401WBG3

07401WAB5

07401WAU3

07401WBM0

07401WAX7

07401WBT5

07401WAM1

07401WBN8

07401WAZ2

07401WAL3

07401WAK5

07401WAN9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07401WBP3

07401WAY5

GPMF 2006-AR4

39539FAJ3

39539FAT1

39539FAU8

39539FAK0

39539FAH7

39539FAP9

39539FAG9

39539FAC8

39539FAN4

39539FAB0

39539FAE4

39539FAM6

39539FAL8

39539FAS3

39539FAA2

39539FAR5

39539FAV6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39539FAF1

39539FAQ7

39539FAD6

GPMF6AR4C

GPMF6AR4X

GPMF6AR4P

GPMF6AR4R

GPMF 2006-AR5

39538AAN6

39538AAJ5

39538AAQ9

39538AAS5

39538AAG1

39538AAC0

39538AAF3

39538AAP1

39538AAR7

39538AAM8

39538AAL0

39538AAK2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39538AAA4

39538AAE6

GPMF6AR5C

AR51A3A2U

AR51A2A2U

GPMF6AR5P

GPMF6AR5X

GPMF6AR5R

GPMF 2006-AR6

39538BAJ3

39538BAC8

39538BAM6

39538BAF1

39538BAH7

39538BAB0

39538BAK0

39538BAA2

39538BAP9

39538BAG9

39538BAN4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39538BAE4

39538BAL8

GPM06AR6C

GPM06AR6P

GPM06AR6X

39538BAV6

39538BAW4

39538BAY0

39538BAX2

GPM06AR6R

GPMF 2006-AR7

39538CAF9

39538CAM4

39538CAC6

39538CAD4

39538CAE2

39538CAL6

39538CAA0

39538CAP7

39538CAH5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39538CAQ5

39538CAN2

39538CAK8

39538CAJ1

GPMF6AR7C

GPMF6AR7X

GPMF6AR7P

GPMF6AR7R

GPMF 2006-AR8

39539HAD2

39539HAF7

39539HAK6

39539HAE0

39539HAG5

39539HAM2

39539HAA8

39539HAN0

39539HAH3

39539HAC4

39539HAL4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39539HAB6

39539HAJ9

GPMF6AR8C

GPMF6AR8P

GPMF6AR8X

GPMF6AR8R

GPMF 2007-AR2

39539LAK7

39539LAV3

39539LAH4

39539LAC5

39539LAG6

39539LAT8

39539LAL5

39539LAD3

39539LAP6

39539LBC4

39539LAE1

39539LAY7

39539LAQ4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39539LAA9

39539LBF7

39539LAZ4

39539LAF8

39539LAW1

39539LAX9

39539LAR2

39539LAM3

39539LAS0

39539LAB7

39539LAN1

39539LBA8

39539LAJ0

39539LBB6

GPM7AR21C

GPM7AR22C

GPM7AR21X

GPM7AR22X

GPMF7AR2R

Greenpoint 2006-HE1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

39539BAA1

39539BAB9

GPF06HE1B

GPF06HE1L

GPF06HE1R

LMT 2005-1

52520MBE2

52520MAK9

52520MAE3

52520MBC6

52520MBB8

52520MAN3

52520MAR4

52520MAD5

52520MAJ2

52520MBG7

52520MAV5

52520MAZ6

52520MAA1

52520MAQ6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52520MAG8

52520MBK8

52520MAX1

52520MAP8

52520MAB9

52520MAT0

52520MBH5

52520MAW3

52520MAS2

52520MBD4

52520MAC7

52520MAL7

52520MAM5

52520MAU7

52520MAH6

52520MBF9

52520MBL6

52520MAY9

52520MAF0

LMT051P

LMT051X

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52520MBJ1

LMT051LTR

LXS 2006-10N

525229BD1

525229AW0

525229BE9

525229AU4

525229AH3

525229AQ3

525229AF7

525229AR1

525229AY6

525229AS9

525229AL4

525229BA7

525229AG5

525229AP5

525229AV2

525229AD2

525229AM2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525229AK6

525229AN0

525229AE0

525229AJ9

525229AZ3

525229AX8

LXS0610NP

LX0610N2X

LX0610N1X

LX0610N1P

LXS0610NR

LXS 2006-12N

525226AV8

525226AG1

525226AF3

525226AS5

525226AP1

525226AK2

525226AX4

525226AQ9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525226AU0

525226AR7

525226AJ5

525226AW6

525226AL0

525226AT3

525226AH9

525226AD8

525226AY2

525226AN6

525226AM8

525226AE6

LXS0612NX

LXS0612NC

LXS0612NP

LXS0612NR

LXS 2006-4N

525221KZ9

525221KQ9

525221KW6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525221KS5

525221KK2

525221KM8

525221KU0

525221KL0

525221KP1

525221KY2

525221KT3

525221KX4

525221KR7

525221KN6

525221LA3

525221KV8

LXS64NX

LXS64NC

LXS64NP

LXS64NR

LXS 2006-GP1

52522RAB6

52522RAF7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52522RAH3

52522RAJ9

52522RAE0

52522RAC4

52522RAG5

52522RAL4

52522RAD2

52522RAK6

LXS06GP1C

LXS06GP1P

LXS06GP1X

LXS06GP1R

LXS 2006-GP2

525227AF1

525227AT1

525227AG9

525227AS3

525227AN4

525227AH7

525227AQ7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525227AR5

525227AJ3

525227AP9

525227AC8

525227BD5

525227AK0

525227AU8

525227AE4

525227AM6

525227AD6

525227AL8

LXS06GP2C

LXS06GP2X

LXS06GP2P

LXS06GP2R

LXS 2006-GP3

525228AK8

525228AD4

525228AQ5

525228AL6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525228AM4

525228AV4

525228AR3

525228AT9

525228AS1

525228AU6

525228AP7

525228AG7

525228AA0

525228AC6

525228AH5

525228AB8

525228AN2

525228AJ1

525228AE2

LXS06GP3C

LXS06GP3X

LXS06GP3P

LXS06GP3R

LXS 2006-GP4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

525161AH8

525161AQ8

525161AE5

525161AM7

525161AP0

525161AG0

525161AA3

525161AS4

525161AV7

525161AR6

525161AL9

525161AN5

525161AD7

525161AB1

525161AT2

525161AU9

525161AK1

525161AC9

525161AJ4

LXS06GP4C

LXS06GP4P

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

LXS06GP4X

LXS06GP4R

LXS 2007-12N

52524YAZ6

52524YAE3

52524YBL6

52524YAC7

52524YAB9

52524YBP7

52524YBJ1

52524YAM5

52524YAW3

52524YAR4

52524YAP8

52524YAX1

52524YAQ6

52524YAU7

52524YAV5

52524YAD5

52524YAK9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52524YAA1

52524YAL7

52524YAH6

52524YAG8

52524YBE2

52524YBA0

52524YBN2

52524YBC6

52524YBK8

52524YAT0

52524YBB8

52524YBD4

52524YAN3

52524YBH5

52524YBG7

52524YAY9

52524YAS2

52524YAF0

52524YBM4

52524YAJ2

52524YBY8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52524YBT9

52524YBX0

52524YBW2

52524YBU6

52524YBV4

52524YBZ5

LXS 2007-15N

52524VAD1

52524VBU2

52524VAS8

52524VBW8

52524VAU3

52524VAA7

52524VCG2

52524VAP4

52524VBS7

52524VAT6

52524VAQ2

52524VBY4

52524VAK5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52524VBX6

52524VBQ1

52524VBN8

52524VBT5

52524VBR9

52524VBP3

52524VBV0

52524VCC1

52524VAR0

52524VBM0

52524VCF4

52524VCH0

52524VAN9

52524VCD9

52524VAL3

52524VAM1

52524VCE7

52524VAG4

LXS15NCII

LXS715NCI

LXS715NXI

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

LXS715NX2

52524VCB3

LXS 2007-2N

52524LAK7

52524LAH4

52524LAC5

52524LAV3

52524LAR2

52524LAN1

52524LAU5

52524LAQ4

52524LAG6

52524LAE1

52524LAP6

52524LAW1

52524LAM3

52524LAT8

52524LAD3

52524LAA9

52524LAL5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52524LAS0

52524LAF8

52524LAJ0

52524LAB7

LX72NPIII

LXS072NPI

LXS0072NC

LXS0072NX

LXS072NPI

LX72NPIII

LX72NPIII

LXS72NPII

LXS0072NR

LXS 2007-4N

52524HAH3

52524HAZ3

52524HAV2

52524HAD2

52524HAB6

52524HAE0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

52524HAJ9

52524HAW0

52524HAS9

52524HAG5

52524HAF7

52524HAQ3

52524HAC4

52524HAR1

52524HAA8

52524HAL4

52524HAN0

52524HAP5

52524HAK6

52524HAT7

52524HAM2

52524HAX8

52524HAU4

52524HAY6

LXS0074NX

LXS0074NC

LXS0074NR

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

MASTR 2003-12

55265K3Y3

55265K4E6

55265K4P1

55265K3R8

55265K3U1

55265K3X5

55265K3L1

55265K3Q0

55265K3T4

55265K3W7

55265K3K3

55265K4C0

55265K3S6

55265K3V9

55265K3J6

55265K4K2

55265K4A4

55265K4B2

55265K4D8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265K4J5

55265K3Z0

55265K4H9

55265K4L0

55265K4M8

55265K4F3

55265K4G1

55265K4N6

MASTR ABS 2005-AB1

57643LKX3

57643LKY1

57643LKZ8

57643LLA2

57643LLB0

57643LLC8

57643LLD6

57643LLE4

57643LLF1

57643LLG9

57643LLH7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

57643LLJ3

57643LLK0

57643LLL8

57643LLM6

57643LLN4

57643LLP9

57643LLQ7

57643LLR5

57643LLU8

57643LLT1

57643LLS3

MS 1999-RM1

61745MLM3

61745MLH4

61745MLN1

61745MLL5

61745MLK7

61745MLJ0

61745MLE1

9ABSC2439

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

9ABSC2454

9ABSC2447

MSM 2006-11

61749WAG2

61749WAH0

61749WAJ6

61749WAK3

61749WAL1

61749WAM9

61749WBA4

61749WBB2

61749WBC0

61749WBD8

61749WBE6

61749WBF3

61749WBG1

61749WBH9

61749WBJ5

61749WAA5

61749WAN7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61749WAP2

61749WAQ0

61749WAR8

61749WAS6

61749WAT4

61749WAU1

61749WAV9

61749WAW7

61749WAX5

61749WAY3

61749WAZ0

61749WBK2

61749WBL0

61749WBM8

61749WAB3

61749WAC1

61749WAD9

61749WAE7

61749WAF4

MSM 2006-12XS

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61749EAA5

61749EAB3

61749EAC1

61749EAD9

61749EAE7

61749EAF4

61749EAG2

61749EAH0

61749EAJ6

61749EAU1

61749EAK3

61749EAL1

61749EAM9

61749EAN7

61749EAP2

61749EAQ0

61749EAR8

61749EAS6

61749EAT4

61749EAW7

61749EAV9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

MSM 2006-15XS

61750YAA7

61750YAB5

61750YAC3

61750YAD1

61750YAE9

61750YAF6

61750YAG4

61750YAH2

61750YAJ8

61750YAK5

61750YAV1

61750YAL3

61750YAM1

61750YAN9

61750YAP4

61750YAQ2

61750YAR0

61750YAS8

61750YAT6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61750YAU3

61750YAX7

61750YAW9

MSM 2006-17XS

61751DAA2

61751DAB0

61751DAC8

61751DAD6

61751DAE4

61751DAF1

61751DAG9

61751DAH7

61751DAJ3

61751DAU8

61751DAK0

61751DAL8

61751DAM6

61751DAN4

61751DAP9

61751DAQ7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61751DAR5

61751DAS3

61751DAT1

61751DAW4

61751DAV6

MSM 2006-1AR

61748HUF6

61748HUG4

61748HUH2

61748HUI8

61748HUK5

61748HUL3

61748HUM1

61748HUN9

61748HUP4

61748HVD0

61748HUQ2

61748HUR0

61748HUS8

61748HUT6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61748HUU3

61748HUV1

61748HUW9

61748HUX7

61748HUY5

61748HUZ2

61748HTW1

61748HTX9

61748HTY7

61748HVA6

61748HVB4

61748HVC2

61748HTZ4

61748HUA7

61748HUB5

61748HUC3

61748HUD1

61748HUE9

MSM 2006-7

61749JAA4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61749JAB2

61749JBD7

61749JBC9

61749JAC0

61749JAD8

61749JAE6

61749JAF3

61749JAG1

61749JAH9

61749JAJ5

61749JAK2

61749JAL0

61749JAM8

61749JAN6

61749JAQ9

61749JAP1

61749JAR7

61749JAS5

61749JAT3

61749JAU0

61749JAV8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61749JAZ9

61749JBA3

61749JBB1

61749JAW6

61749JAX4

61749JAY2

61749JBE5

61749JBF2

61749JBG0

61749JBH8

61749JBH4

MSM 2007-1XS

61752JAA8

61752JAB6

61752JAC4

61752JAD2

61752JAE0

61752JAF7

61752JAG5

61752JAJ9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61752JAK6

61752JAL4

61752JAW0

61752JAM2

61752JAN0

61752JAP5

61752JAQ3

61752JAR1

61752JAS9

61752JAT7

61752JAU4

61752JAV2

61752JAY6

61752JAX8

MSM 2007-2AX

61751TAA7

61751TAB5

61751TAC3

61751TAD1

61751TAE9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61751TAQ2

61751TAF6

61751TAG4

61751TAH2

61751TAJ8

61751TAK5

61751TAL3

61751TAM1

61751TAN9

61751TAP4

61751TAS8

61751TAR0

MSM 2007-3XS

61752RAA0

61752RAB8

61752RAC6

61752RAD4

61752RAE2

61752RAF9

61752RAG7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61752RAH5

61752RAJ1

61752RAK8

61752RAL6

61752RAM4

61752RAN2

61752RAY8

61752RAP7

61752RAQ5

61752RAR3

61752RAS1

61752RAT9

61752RAU6

61752RAV4

61752RAW2

61752RAX0

61752RBA9

61752RAZ5

MSM 2007-6XS

61751JAA9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61751JAB7

61751JAC5

61751JAD3

61751JAE1

61751JAF8

61751JAG6

61751JAH4

61751JAJ0

61751JAK7

61751JAL5

61751JAM3

61751JAN1

61751JAP6

61751JAQ4

61751JAR2

61751JAS0

61751JAT8

61751JAU5

61751JAV3

61751JAW1

61751JAX9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61751JAY7

61751JBA8

61751JBB6

61751JAZ4

MSM 2007-7AX

61754HAA0

61754HAB8

61754HAC6

61754HAD4

61754HAE2

61754HAF9

61754HAG7

61754HAS1

61754HAH5

61754HAJ1

61754HAK8

61754HAL6

61754HAM4

61754HAN2

61754HAP7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

61754HAQ5

61754HAR3

61754HAU6

61754HAT9

Prime 2004-1

74160MFA5

74160MFC1

74160MEY4

74160MEU2

74160MFG2

74160MEZ1

74160MEV0

74160MFJ6

74160MEW8

74160MFH0

74160MFB3

74160MET5

74160MES7

74160MFL1

74160MFK3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MFM9

74160MFF4

74160MFE7

74160MFD9

PRIME 2005-2

74160MHJ4

74160MHK1

74160MHL9

74160MHM7

74160MHN5

74160MHP0

74160MHQ8

74160MHU9

74160MHV7

74160MHW5

74160MHR6

74160MHS4

74160MHT2

74160MJB9

74160MJC7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MJD5

74160MJA1

74160MHX3

74160MHY1

74160MHZ8

74160MJE3

74160MJF0

74160MJG8

PRIME 2005-4

74160MJX1

74160MJY9

74160MJZ6

74160MKA9

74160MKB7

74160MKC5

74160MLM2

74160MKD3

74160MKE1

74160MKF8

74160MKH4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MKJ0

74160MKK7

74160MLF7

74160MLG5

74160MLH3

74160MKL5

74160MKM3

74160MKN1

74160MKP6

74160MKQ4

74160MKR2

74160MKS0

74160MKT8

74160MKU5

74160MKV3

74160MKW1

74160MKX9

74160MKY7

74160MKZ4

74160MLA8

74160MLB6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MLN0

74160MLC4

74160MLD2

74160MLE0

74160MLJ9

74160MLK6

74160MLL4

74160MLP5

PRIME 2005-5

74160MLQ3

74160MLR1

74160MLS9

74160MLT7

74160MLU4

74160MLY6

74160MMN9

74160MMT6

74160MLZ3

74160MMA7

74160MMB5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MMC3

74160MMD1

74160MME9

74160MMP4

74160MLV2

74160MMQ2

74160MMR0

74160MMS8

74160MLW0

74160MLX8

74160MMF6

74160MMG4

74160MMH2

74160MMJ8

74160MMK5

74160MML3

74160MMM1

RBSGC 2005-A

74927UAV0

74927UBE7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74927UAW8

74927UAX6

74927UAY4

74927UAZ1

74927UBA5

74927UBB3

74927UBF4

74927UBG2

74927UBH0

74927UBJ6

74927UBK3

74927UBL1

74927UBD9

74927UBC1

RBS0500AP

RBS050AR2

SACO I 2006-12 Notes

78577NAB4

78577NAG3

78577NAD0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

78577NAE8

78577NAF5

78577NAC2

78577NAA6

78577NAH1

78577NAL2

78577NAN8

78577NAJ7

78577NAR9

78577NAM0

78577NAP3

78577NAK4

78577NAQ1

78577NAS7

78577NAT5

SACO I 2005-WM1

785778HX2

785778HY0

785778HU8

785778JB8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785778JD4

785778JC6

785778HZ7

785778JH5

785778JE2

785778JF9

785778JG7

SACO I 2005-WM3

785778LZ2

785778LS8

785778LU3

785778MC2

785778LX7

785778LY5

785778MB4

785778LW9

785778MA6

785778LV1

785778MF5

785778ME8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785778MJ7

785778MD0

785778MH1

785778MG3

785778MD0

SACO I 2006-1

785778QE4

785778QA2

785778QB0

785778QC8

785778QD6

785778QG9

785778QH7

785778RC7

9ABS16663

785778QF1

SACO I 2006-8 Notes

785813AA4

785813AB2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785813AC0

785813AE6

785813AF3

785813AG1

785813AH9

785813AD8

SACO I 2006-9

78577RAB5

78577RAC3

78577RAE9

78577RAA7

78577RAF6

78577RAK5

78577RAD1

78577RAG4

78577RAR0

78577RAM1

78577RAN9

78577RAP4

78577RAQ2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SACO I 2007-2

78581NAB8

78581NAF9

78581NAG7

78581NAH5

78581NAJ1

78581NAA0

78581NAC6

78581NAD4

78581NAE2

78581NAT9

78581NAN2

78581NAQ5

78581NAP7

78581NAR3

78581NAS1

SAIL 2006-2

86358EE69

86358EE85

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86358EF27

86358EE77

86358EE93

SAIL0062P

SAIL0062X

SAIL62LTR

SAIL0062R

SAMI Prime 2004-CL1

74160MDL3

74160MEA6

74160MDR0

74160MEC2

74160MDW9

74160MDN9

74160MDK5

74160MDU3

74160MDP4

74160MDV1

74160MDT6

74160MDM1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MDS8

74160MDQ2

74160MEB4

9ABSP6311

9ABSP6303

9ABSP6329

9ABSP6345

9ABSP6337

9ABSP6295

SASCO 05-RF2

86359DFA0

86359DFD4

86359DFC6

86359DEX1

86359DFB8

86359DEY9

86359DEZ6

SASC5RF2R

SASC5RF2X

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SASCO 05-RF4

86359DQB6

86359DQE0

86359DQC4

86359DQF7

86359DQH3

86359DQD2

86359DQG5

SASC5RF4X

SASC5RF4R

SASCO 05-RF6

86359DWH6

86359DWL7

86359DWN3

86359DWP8

86359DWK9

86359DWJ2

86359DWM5

86359DWQ6

SASC5RF6X

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SASC5RF6R

SASCO 05-S2

86359DAN7

86359DAP2

86359DAL1

86359DAQ0

86359DAM9

SASC05S2P

SASC05S2X

SASC05S2R

SASCO 05-S3

86359DHK6

86359DHM2

86359DHP5

86359DHQ3

86359DHL4

86359DHN0

86359DHR1

SASC05S3X

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SASC05S3P

SASC05S3R

SASCO 05-S5

86359DPQ4

86359DPR2

86359DPP6

86359DPS0

SASC05S5X

SASC05S5R

SASCO 2002-12

SA02121O1

SA0212CA6

SAS0212PO

SAS0212A5

SA0212I02

SA0212A4Z

SASCO0210095

SASCO 2005-RF1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86359DCA3

86359DBZ9

86359DCC9

86359DBY2

86359DCB1

86359DBX4

86359DBW6

NC0059501

NC0059500

SASCO 2005-S1

86359B4J7

86359B4H1

86359B4F5

86359B4E8

86359B4G3

SASC05S1X

SASC05S1P

SASC05S1R

SASCO 2005-S4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86359DLX3

SASC05S4P

SASC05S4X

SASC05S4R

SASCO 2006-BC2

86361GAN6

86361GAP1

86361GAQ9

SAC06BC2X

SAC06BC2P

SAC06BC2R

CLASS LT-R

86361GAA4

86361GAB2

86361GAC0

86361GAD8

86361GAE6

86361GAF3

86361GAG1

86361GAH9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86361GAJ5

86361GAK2

86361GAL0

86361GAM8

SASCO 2006-S1

86359DXD4

86359DXE2

86359DXC6

86359DXF9

SAS6S1P

SAS6S1X

SAS6S1LTR

SAS6S1R

SASCO 2007-TC1

86364GAD5

86364GAG8

86364GAC7

86364GAA1

86364GAE3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86364GAF0

86364GAH6

SAS07TC1X

SAS07TC1R

SA7TC1LTR

SASI SERIES #1993-6

81375FDN0

81375FDM2

81375FDK6

SASI936B0771

SASI936B0769

SASI936B0772

SASI936B0770

SASI936B0845

TMTS 2005-11 (Terwin)

881561YB4

881561YE8

881561YN8

881561B29

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

881561A61

881561YL2

881561A46

881561YH1

881561A79

881561YF5

881561YG3

881561C69

881561YD0

881561YP3

881561A53

881561B94

881561YV0

881561YS1

881561ZY3

881561B52

881561YU2

881561B86

881561B78

881561YT5

881561B60

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

GMACM Mortgage Loan Trust 2010-2

380123AA7

380123AK5

380123AL3

380123AM1

380123AN9

380123AP4

380123AQ2

380123AR0

380123AS8

380123AT6

380123AU3

380123AB5

380123AC3

380123AD1

380123AE9

380123AF6

380123AG4

380123AH2

380123AJ8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

380123AV1

380123AW9

380123AX7

380123AY5

380123AZ2

380123BA6

380123BB4

380123BC2

380123BD0

380123BE8

380123BF5

380123BG3

380123BH1

380123BJ7

380123BK4

RAMP NIM 2006-NC1N Notes Series 2006-NC1N

751562AA7

751562AB5

RAMP06NC1NPf

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

RASC 2007-NT3

749244AA7

U75305AA7

Residential Asset Mortgage Products, Inc. NIM Series 2007-RZ1

74923UAB8

U75194AB3

74923UAA0

Residential Asset Securities Corporation RASC NIM 2005-NT1 Trust

RASC05NT0614

Residential Asset Securities Corporation RASC NIM 2005-NT2 Trust

749243AY7

RASC05NT2OTC

BAYVIEW 03-A

07324QCW4

07324QCT1

07324QCX2

07324QCU8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07324QCR5

07324QCV6

NC0058276

BAYVIEW 04-A

073249BU7

073249BV5

073249BT0

073249BX1

073249BW3

073249CD4

073249BY9

073249CC6

073249CA0

073249BZ6

073249CB8

073249CC6

BAYVIEW 2004-C

073247BL1

073247BP2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

073247BV9

073247BN7

073247BK3

073247BQ0

073247BM9

073247BJ6

073247BU1

073247BT4

073247BR8

BAYVIEW 2004-D

07325NAD4

07325NAC6

07325NAF9

07325NAE2

07325NAH5

07325NAG7

07325NAB8

07325NAL6

07325NAK8

07325NAM4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07325NAL6

BAYVIEW 2005-B

07325NAT9

07325NAY8

07325NBB7

07325NAS1

07325NAW2

07325NBD3

07325NBA9

07325NAR3

07325NBC5

07325NAZ5

07325NBG6

07325NBH4

07325NBH4

07325NBF8

BAYVIEW 2007-B

07324FAB6

07324FAR1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07324FAP5

07324FAL4

07324FAQ3

07324FAK6

07324FAE0

07324FAC4

07324FAM2

07324FAD2

07324FAN0

07324FAG5

07324FAH3

07324FAF7

07324FAJ9

07324FAS9

07324FAV2

07324FAU4

07324FAT7

07324FAU4

BAYVIEW 2008-A

07326PAA4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07326PAB2

07326PAC0

07326PAC0

BSABS 2004-AC7

073879NG9

073879NE4

073879NA2

073879NB0

073879MZ8

073879NC8

073879NF1

073879ND6

073879MY1

073879NL8

073879NM6

073879NK0

073879NH7

073879NJ3

BART 2004-10

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M4G4

07384M3Y6

07384M4A7

07384M4W9

07384M4M1

07384M4H2

07384M4F6

07384M4X7

07384M6A5

07384M5X6

07384M4L3

07384M5A6

07384M4J8

07384M4U3

07384M4D1

07384M4K5

07384M3Z3

07384M5Z1

07384M4E9

07384M5B4

07384M3X8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M4V1

07384M4C3

07384M4T6

07384M4Y5

07384M4B5

07384M5Y4

07384M4Z2

07384M6B3

07384M5E8

07384M5G3

07384M5H1

07384M5F5

07384M4P4

07384M5C2

07384M5L2

07384M4S8

07384M4Q2

07384M4R0

07384M5J7

07384M4N9

07384M5K4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M5D0

BART 2004-5

07384MT51

07384MT69

07384MT44

07384MS94

07384MS86

07384MS78

07384MS60

07384MT36

07384MT28

07384MV66

07384MV74

07384MV58

BART 2004-9

07384M2X9

07384M2Z4

07384M3A8

07384M2Y7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M3M2

07384M3K6

07384M3B6

07384M3P5

07384M3C4

07384M3F7

07384M3L4

07384M3D2

07384M2V3

07384M3E0

07384M3Q3

07384M2W1

07384M3N0

07384M3S9

07384M3R1

07384M3U4

07384M3V2

07384M3W0

07384M3G5

07384M3H3

07384M3J9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

BART 2004-12

07384M6U1

07384M6P2

07384M6F4

07384M6W7

07384M6V9

07384M6L1

07384M6H0

07384M6Q0

07384M6K3

07384M6N7

07384M6M9

07384M6Y3

07384M6J6

07384M6G2

07384M6X5

07384M7B2

07384M6Z0

07384M7A4

07384M6S6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07384M6T4

07384M6R8

MALT 03-8

576434KA1

576434KG8

576434JZ8

576434KM5

576434KE3

576434JY1

576434KB9

576434KL7

576434KF0

576434JX3

576434KK9

576434KD5

576434JW5

576434JT2

576434JV7

576434JS4

576434JU9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434KC7

576434KN3

576434KQ6

576434KP8

576434KH6

576434KJ2

MALT 03-9

576434LJ1

576434LQ5

576434LG7

576434LB8

576434LE2

576434LH5

576434LP7

576434KV5

576434LA0

576434LD4

576434LN2

576434KU7

576434KZ6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434LC6

576434LF9

576434LK8

576434KY9

576434KX1

576434KW3

576434LL6

576434LM4

576434KS2

576434KT0

576434KR4

MALT 04-1

576434LV4

576434LY8

576434LU6

576434LR3

576434LX0

576434ME1

576434LZ5

576434LW2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434LT9

576434MD3

576434LS1

576434MC5

576434MA9

576434MG6

576434MH4

576434MB7

576434MF8

576434MF8

576434MF8

MALT 2004-2

576434MM3

576434MQ4

576434MV3

576434NG5

576434MZ4

576434NA8

576434MP6

576434MU5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434MK7

576434NJ9

576434ML5

576434MN1

576434NC4

576434NB6

576434MT8

576434ND2

576434MY7

576434NH3

576434MX9

576434NM2

576434MS0

576434MJ0

576434NL4

576434MR2

576434MW1

576434NK6

576434NF7

576434NE0

576434NS9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434NP5

576434NN0

576434NR1

576434NQ3

576434NT7

MALT 04-3

576434PM0

576434PF5

576434PQ1

576434NW0

576434NZ3

576434PL2

576434PE8

576434NV2

576434PP3

576434PD0

576434NY6

576434PB4

576434PK4

576434NU4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434PN8

576434PG3

576434NX8

576434PA6

576434PC2

576434PW8

576434PV0

576434PH1

576434PR9

576434PS7

576434PU2

576434PT5

576434PJ7

MASTR ASSET SECURITIZATION TRUST 03-6

55265KYV5

55265KZP7

55265KZJ1

55265KZL6

55265KYP8

55265KZG7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KZC6

55265KYX1

55265KZQ5

55265KZR3

55265KYE3

55265KYL7

55265KZH5

55265KYH6

55265KYW3

55265KZD4

55265KZS1

55265KYG8

55265KYM5

55265KYF0

55265KYJ2

55265KYT0

55265KYY9

55265KZE2

55265KZT9

55265KYN3

55265KYU7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KZN2

55265KYZ6

55265KZF9

55265KZK8

55265KZM4

55265KZY8

55265KZZ5

55265KZU6

55265KZX0

55265KZW2

55265KZV4

MASTR ASSET SECURITIZATION TRUST 03-7

55265KH85

55265KH36

55265KB24

55265KD71

55265KH44

55265KA25

55265KF79

55265KH51

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KA41

55265KB32

55265KG29

55265KE54

55265KH77

55265KD89

55265KA33

55265KH69

55265KB99

55265KE21

55265KA74

55265KF95

55265KH93

55265KG37

55265KA66

55265KA90

55265KB81

55265KJ42

55265KB40

55265KG60

55265KA58

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KE39

55265KA82

55265KJ34

55265KG94

55265KC49

55265KF53

55265KJ59

55265KB57

55265KG78

55265KH28

55265KC56

55265KF61

55265KJ67

55265KJ83

55265KJ75

55265KJ26

MASTR ASSET SECURITIZATION TRUST 03-8

55265KN54

55265KM48

55265KJ91

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KN70

55265KM63

55265KN62

55265KL98

55265KM71

55265KM55

55265KL80

55265KK24

55265KM30

55265KK81

55265KM22

55265KM89

55265KN39

55265KN21

55265KL72

55265KK65

55265KL64

55265KK57

55265KK73

55265KM97

55265KN47

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KN88

55265KN96

55265KP29

MASTR ASSET SECURITIZATION TRUST 03-9

55265KR68

55265KR27

55265KR84

55265KQ93

55265KR92

55265KQ36

55265KQ85

55265KR35

55265KP52

55265KS34

55265KQ28

55265KR76

55265KR50

55265KS59

55265KP94

55265KQ44

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KR43

55265KS42

55265KP86

55265KP37

55265KP60

55265KS67

55265KS26

55265KS83

55265KS75

MASTR ASSET SECURITIZATION TRUST 03-10

55265KU49

55265KS91

55265KT41

55265KU31

55265KU56

55265KV30

55265KU23

55265KU64

55265KT25

55265KV55

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KT90

55265KV48

55265KT82

55265KU80

55265KU98

55265KT33

55265KT74

55265KU72

55265KV22

55265KV71

55265KV89

55265KV63

MASTR ASSET SECURITIZATION TRUST 03-11

55265KW47

55265K3G2

55265K3B3

55265KZ85

55265K2C2

55265K2A6

55265K2T5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KX53

55265KZ36

55265K2W8

55265KZ69

55265K3F4

55265KY52

55265K2E8

55265KX46

55265KY94

55265K2V0

55265KZ51

55265K3E7

55265KY45

55265K2G3

55265K2X6

55265K2Y4

55265K2K4

55265KX79

55265K2N8

55265K2D0

55265KZ77

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265KY86

55265K2U2

55265K2Z1

55265KZ44

55265KY37

55265K3H0

55265KX61

55265KY29

55265KX87

55265KW54

55265KX95

55265K3A5

55265K3C1

55265KV97

55265KW39

55265KW21

55265K3D9

Prime 2003-3

74160MCZ3

74160MCX8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

74160MCQ3

74160MCP5

74160MCR1

74160MCY6

74160MCN0

74160MCM2

74160MCT7

74160MCS9

74160MDB5

74160MDB5

74160MDB5

74160MDA7

74160MDA7

74160MCV2

74160MCU4

74160MCW0

74160MDC3

74160MDC3

74160MDC3

74160MDA7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SAMI Prime Mtg 2004-CL2

74160MEH1

74160MED0

74160MEG3

74160MEK4

74160MEJ7

74160MEF5

74160MEL2

74160MEM0

74160MEN8

74160MEE8

SAIL 05-5

86358ETL0

86358ETF3

86358ETN6

86358ETG1

86358ETM8

86358ETK2

86358ETE6

86358ETP1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

86358ETH9

86358ETJ5

SAI05005X

SAI05005P

SAI0505R3

SAIL 2005-9

86358EYF7

86358EYM2

86358EYA8

86358EYK6

86358EYH3

86358EYC4

86358EYG5

86358EYL4

86358EYJ9

SAI0509R1

SAI05009X

SAI05009P

SAIL059R

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Bear Stearns ARM Trust Mortgage 2005-12

07387AFV2

07387AFW0

07387AFX8

07387AFY6

07387AFZ3

07387AGA7

07387AGM1

07387AGN9

07387AGP4

07387AGB5

07387AGC3

07387AGD1

07387AGE9

07387AGF6

07387AGG4

07387AGH2

07387AGQ2

07387AGR0

07387AGS8

07387AGJ8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07387AGK5

07387AGL3

07387AGT6

07387AGU3

07387AGW9

Bear Stearns ARM Trust Mortgage 2006-2

07388DAJ7

07388DAA6

07388DAB4

07388DAC2

07388DAE8

07388DAD0

07388DAR9

07388DAS7

07388DAU2

07388DAT5

07388DAF5

07388DAG3

07388DAK4

07388DAL2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07388DAM0

07388DAN8

07388DAV0

07388DAH1

Credit Suisse First Boston Mortgage 2005-3

225458MC9

225458JU3

225458JV1

225458KT4

225458KU1

225458KV9

225458JW9

225458KF4

225458KG2

225458KH0

225458KK3

225458KL1

225458KM9

225458KN7

225458KP2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458KQ0

225458JX7

225458KR8

225458KS6

225458KW7

225458KX5

225458KY3

225458KZ0

225458LA4

225458JY5

225458MF2

225458MJ4

225458MK1

225458JZ2

225458KA5

225458KB3

225458KC1

225458KD9

225458KE7

225458LB2

225458LC0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458ML9

225458LD8

225458LE6

225458LF3

225458LG1

225458LN6

225458LH9

225458LJ5

225458LL0

225458LM8

225458MM7

225458LP1

225458LR7

225458LS5

225458LT3

225458LQ9

225458LU0

225458LV8

225458LW6

225458LY2

225458MN5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458MA3

225458ME5

225458MC9

225458LX4

225458MD7

225458MC9

Credit Suisse First Boston Mortgage 2005-4

225458PF9

225458PM4

225458QY7

225458PN2

225458PP7

225458PQ5

225458PR3

225458PS1

225458PT9

225458PU6

225458PV4

225458PW2

225458QZ4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458PX0

225458QL5

225458QM3

225458QN1

225458QP6

225458QQ4

225458QR2

225458QS0

225458QT8

225458QU5

225458QV3

225458QW1

225458QX9

225458PZ5

225458QA9

225458QB7

225458QC5

225458QD3

225458RA8

225458RB6

225458RC4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458RD2

225458RE0

225458RF7

225458RG5

225458RH3

225458RK6

225458RL4

225458PL6

225458PF9

225458PG7

225458PH5

225458RJ9

225458PK8

225458PJ1

225458RN0

225458PF9

Credit Suisse First Boston Mortgage 2005-5

225458VH8

225458VJ4

225458TF5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458TG3

225458TR9

225458TS7

225458TT5

225458TU2

225458TV0

225458TW8

225458UM8

225458TH1

225458TJ7

225458TK4

225458TL2

225458TM0

225458TN8

225458TP3

225458TQ1

225458UP1

225458TX6

225458TY4

225458TZ1

225458UA4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458UB2

225458UC0

225458UD8

225458UE6

225458UF3

225458UG1

225458UK2

225458UL0

225458UN6

225458UU0

225458UV8

225458UW6

225458US5

225458UQ9

225458UX4

225458UY2

225458UT3

225458UR7

225458VB1

225458VC9

225458VK1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458VH8

225458VJ4

225458VE5

225458VF2

225458VA3

225458VJ4

225458VG0

225458VH8

225458VJ4

225458UZ9

Credit Suisse First Boston Mortgage 2005-6

225458XG8

225458SH6

225458XJ2

225458YH5

225458YJ1

225458YK8

225458XK9

225458XL7

225458XM5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458XN3

225458XP8

225458B64

225458B72

225458XS2

225458XT0

225458XU7

225458XV5

225458XW3

225458B80

225458XX1

225458XY9

225458XZ6

225458B98

225458YA0

225458YB8

225458YF9

225458YC6

225458YM4

225458YN2

225458YP7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458YD4

225458YQ5

225458YR3

225458YS1

225458YE2

225458YL6

225458YU6

225458ZB7

225458ZD3

225458YX0

225458YZ5

225458ZA9

225458YT9

225458YW2

225458YY8

225458YV4

Credit Suisse First Boston Mortgage 2005-8

225458T3

225458W87

225458W95

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458X29

225458X37

225458X45

225458X52

225458X60

225458Y77

225458Y85

225458Y93

225458Z35

225458Z43

225458Z50

225458Z68

225458Z76

225458Z84

225458X78

225458Z92

2254582A5

2254582B3

225458X86

225458Y28

225458Y36

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225458Y51

225458Y69

2254582C1

2254582D9

2254582E7

2254582F4

2254582G2

2254582H0

2254582J6

2254582K3

2254582U1

2254582V9

2254582W7

2254582X5

2254582Y3

2254582Z0

2254582L1

2254582M9

2254582N7

2254582Q0

2254582S6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

2254582T4

2254583C0

2254583A4

2254583D8

2254583E6

2254583F3

2254583G1

2254583H9

2254583J5

2254583K2

2254583L0

2254583M8

2254583B2

2254583P1

2254583X4

2254583U0

2254583V8

2254583N6

2254583Q9

2254583R7

2254583S5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

Credit Suisse First Boston Mortgage Securities Corp CSFB 2005-9

007036RT5

007036RU2

007036RV0

007036RW8

007036RC6

007036RY4

007036RZ1

007036SA5

007036SB3

007036SC1

007036SD9

007036SE7

007036SG2

007036SH0

007036SJ6

007036SK3

007036SL1

007036SM9

007036SN7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

007036SP2

007036SQ0

007036SR8

007036SU1

007036SS6

007036ST4

007036SV9

007036SX5

007036SY3

Credit Suisse First Boston Mortgage Securities Corp CSFB 2005-10

225470GL1

225470GL1

225470DU4

225470DV2

225470DW0

225470DX8

225470DY6

225470DZ3

225470EA7

225470EB5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470EC3

225047ED1

225470EE9

225470EF6

225470EG4

225047EH2

2250470EJ8

225047EK5

225470EL3

225470EM1

225470EN9

225470EP4

225470EQ2

225470ER0

225470ES8

225470ET6

2255470EU3

225470EV1

225470EW9

225470EX7

225470EY5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470EZ2

225470FA6

225470FB4

225470FC2

225470FD0

225470FE8

225470FF5

225470FG3

225470FH1

225470FJ7

225470FK4

225470FL2

225470FM0

225470FN8

225470FP3

225470FQ1

225470FR9

225470FS7

225470FT5

225470FU2

225470FV0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470FW8

225470FC6

225470FY4

225470FZ1

225470GA5

225470GV3

225470GC1

225470GD9

225470GF4

225470GG2

225470GH0

225470GK3

225470GT4

225470GU1

225470GV9

225470GN7

225470GQ0

225470GJ6

225470GQ0

225470GM9

225470GM9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470GR8

225470GL1

Credit Suisse First Boston Mortgage 2005-11

007036UQ7

007036UR5

007036US3

007036UT1

007036UU8

007036UV6

007036UX2

007036UY0

007036VA1

007036VB9

007036VC7

007036VD5

007036VE3

007036VF0

007036VG8

007036VH6

007036VJ2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

007036VK9

007036VL7

007036VN3

007036VR4

007036VM5

007036VP8

007036VQ6

007036VS2

007036VT0

Credit Suisse First Boston Mortgage Securities Corp CSFB 2005-12

225470RS4

225470RT2

225470RU9

225470RV7

225470RW5

225470RX3

225470RY1

225470RZ8

225470SA2

225470SB0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470SC8

225470SD6

225470SE4

225470SF1

225470SG9

225470SH7

225470SJ3

225470SM6

225470AN4

225470SR5

225470AK0

225470SL8

225470SW4

225470SY0

225470SX2

225470SZ7

Credit Suisse First Boston Mortgage Securities Corp CSMC 2006-1

225470UH4

225470UJ0

225470UK7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470UL5

225470UM3

225470UN1

225470UP6

225470UQ4

225470UT8

225470UU5

225470UV3

225470UW1

225470UX9

225470UY7

225470UZ4

225470VA8

225470VB6

225470VC4

225470VD2

225470VE0

225470VF7

225470VG5

225470VH3

225470VJ9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470VK6

225470VL4

225470VM2

225470VN0

225470VP5

225470VT7

225470VU4

225470VV2

225470VX8

225470VY6

225470VZ3

225470WA7

225470WB5

225470WC3

225470WD1

225470WE9

225470WF6

225470WG4

225470WH2

225470WJ8

225470WK5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

225470WM1

225470WN9

225470WP4

225470WQ2

225470WW9

225470WT6

225470WY5

225470WL3

225470WU3

225470WV1

225470WX7

225470WR0

225470WS8

Credit Suisse First Boston Mortgage Securities Corp CSMC 2006-8

22942MAA4

22942MAB2

22942MAC0

22942MBE5

22942MBF2

22942MBH8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

22942MBJ4

22942MBK1

22942MBN5

22942MBS4

22942MBM7

22942MBP0

22942MBQ8

22942MBR6

Credit Suisse First Boston Mortgage Securities Corp CSMC 2006-9

126380BG8

126380BH6

126380BJ2

126380CF9

126380CG7

126380AA2

126380AB0

126380AC8

126380AD6

126380AE4

126380AF1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

126380AG9

126380AH7

126380AK0

126380AL8

126380AN4

126380AP9

126380AQ7

126380AS3

126380AU8

126380AV6

126380AW4

126380AX2

126380AY0

126380AZ7

126380BA1

126380BB9

126380BD5

126380BE3

126380BF0

126380BN3

126380BP8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

126380BQ6

126380BR4

126380BZ6

126380CC6

126380CD4

126380CE2

126380BL7

126380BM5

126380CH5

126380BH6

126380BC7

126380BG8

126380CF9

126380CG7

Credit Suisse First Boston Mortgage Securities Corp CSMC 2007-6

12639PAA6

12639PAB4

12639PAK4

12639PAL2

12639PAM0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

12639PAN8

12639PAU2

12639PAQ1

12639PAR9

12639PAS7

12639PAP3

Credit Suisse First Boston Mortgage Securities Corp CSMC 2007-7

12638DAA4

12638DAB2

12638DAC0

12638DAD8

12638DAE6

12638DAF3

12638DAG1

12638DAH9

12638DAJ5

12638DAM8

12638DAN6

12638DAP1

12638DAR7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

12638DAS5

12638DBD7

12638DBE5

12638DBF2

12638DBG0

12638DBH8

12638DBJ4

12638DAW2

12638DAX4

12638DAT3

12638DAV8

12638DAZ9

12638DBB1A

12638DBC9

Deutsche Alt-A Securities 2007-2

25152BAA6

25152BAB4

25152BAC2

25152BAD0

25152BAE8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

25152BAF5

25152BAG3

25152BAH1

25152BAJ7

25152BAK4

25152BAL2

25152BAM0

25152BAN8

25152BAP3

25152BAQ1

25152BAR9

25152BAV0

25152BAU2

25152BAS7

25152BAT5

GS Mortgage Securities 2005-9F

362341Q44

362341Q69

362341Q77

362341U56

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341U72

362341U98

362341V22

362341V30

362341S26

362341S34

362341S75

362341S83

362341S91

362341U64

362341U80

362341V55

362341T58

362341T74

362341R84

362341R92

362341X46

362341Q36

362341R68

362341S59

362341Q85

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341Q51

362341U23A

362341V48

362341T25

362341T90

362341T33

362341V63

362341U31

362341U49

362341S67

362341T66

362341R76

362341T82

362341W54

362341W96

362341V71

362341W21

362341X38

362341V89

362341V97

362341W39

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341W47

362341W54

362341W70

362341W96

362341W62

GS Mortgage Securities Corp Depositor Mortgage 2006-3F

362334GM0

362334HG2

362334HH0

362334HJ6

362334JH8

362334JL9

362334JM7

362334JN5

362334JR6

362334JT2

362334JU9

362334JV7

362334JW5

362334KT0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362334KU7

362334KV5

362334KW3

362334KX1

362334KY9

362334KZ6

362334LE2

362334LA0

362334LB8

362334LC6

362334LD4

362334LE2

GS Mortgage Securities 2006-RP2

36298XAE2

36298XAA0

36298XAB8

36298XAC6

36298XAD4

36298XAM4

36298XAN2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

36298XAH5

36298XAJ1

36298XAK8

36298XAL6

36298XAP7

36298XAF9

36298XAG7

36298XAM4

36298XAN2

Mortgage Asset Securitization 2005-AB1

57643LKY1

57643LLA2

57643LLB0

57643LLC8

57643LLD6

57643LLE4

57643LLF1

57643LLH7

57643LLJ3

57643LLK0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

57643LLL8

57643LLM6

57643LLN4

57643LLP9

57643LLQ7

57643LLR5

57643LLG9

MASTR Alternative Loan Trust 2004-5

576434RS5

576434FT3

576434RQ9

576434RN6

576434RF3

576434RG1

576434RP1

576434RH9

576434RJ5

576434RK2

576434RL0

576434RM8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434RW6

576434RX4

576434RY2

576434RZ9

576434SB1

576434RU0

576434RV8

576434SA3

MASTR Alternative Loan Trust 2004-9

576434UF9

576434UG7

576434UH5

576434UJ1

576434UK8

576434UL6

MASTRA049ALR

MASTRA049AR1

576434UM4

576434UN2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

MASTR Alternative Loan Trust 2004-10

576434WF7

576434WH3

576434WJ9

576434VU5

576434VV3

576434WK6

576434WG5

576434VW1

576434VX9

576434VY7

576434VZ4

576434WA8

576434WB6

576434WC4

576434WD2

576434WE0

576434WN0

576434WP5

576434WQ3

576434WM2

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434WR1

576434WS9

576434WT7

576434WL4

576434WU4

MASTR Alternative Loan Trust 2004-11

576434XK5

576434XH2

576434WV2

576434YB4

576434WW0

576434YC2

576434XJ8

576434WX8

576434WY6

576434WZ3

576434XA7

576434XB5

576434XC3

576434XD1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434XE9

576434XG4

576434XN9

576434XP4

576434XQ2

576434XU3

576434XV1

576434XW9

576434XM1

576434XR0

576434XT6

576434XS8

576434XZ2

576434XL3

576434YA6

576434XY5

576434XX7

MASTR Alternative Loan Trust 2004-13

576434A38

576434A46

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434A53

576434D43

576434B52

576434A61

576434A79

576434B45

576434B60

576434ZQ0

576434ZR8

576434B78

576434B29

576434B37

576434ZS6

576434D68

576434ZT4

576434ZU1

576434ZW7

576434ZX5

576434ZY3

576434ZZ0

576434A20

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576434B86

576434B94

576434C28

576434C36

576434C44

576434C51

576434A95

576434C85

576434D35

576434A87

576434D50

576434C69

576434D27

576434C77

576434C93

576434ZV9

MASTR Adjustable Rate Mortgage Trust 2005-7

576433D29

576433D37

576433D45

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

576433E36

576433D52

576433E44

576433D86

576433D94

576433E28

576433D60

576433D78

576433C61

576433C79

576433C87

576433C95

MASTR Asset Securitization Trust 2004-8

57643MEY6

57643MEZ3

57643MFA7

57643MEE0

57643MEF7

57643MEG5

57643MEH3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

57643MEJ9

57643MEM2

57643MEN0

57643MEP5

57643MES9

57643MET7

57643MEU4

57643MFB5

57643MEL4

57643MEK6

57643MEX8

57643MEV2

57643MEW0

MASTR Seasoned Securitization Trust 2004-1

55265WAV5

55265WAW3

55265WAX1

55265WAY9

55265WAZ6

55265WBB8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265WBC6

55265WBD4

55265WBE2

55265WBF9

55265WBJ1

55265WBK8

55265WBL6

55265WBM4

55265WBN2

55265WBP7

55265WBQ5

55265WBR3

55265WBS1

55265WBZ5

55265WBG7

55265WBU6

55265WBH5

55265WBW2

55265WBX0

55265WBT9

55265WBY8

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

55265WBV4

Prime Mortgage Trust 2006-CL1

74161QAA0

74161QAB8

74161QAC6

74161QAD4

74161QAE2

74161QAF9

74161QAG7

74161QAH5

74161QAQ5

74161QAJ1

74161QAK8

74161QAL6

74161QAM4

SACO 2005-GP1

785778JJ1

785778JK8

785778JL6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785778JM4

785778JN2

785778JP7

785778JQ5

785778JR3

785778JT9

785778JU6

785778JS1

SACO 2006-5**

785811AA8

785811AE0

785811AF7

785811AG5

785811AH3

785811AJ9

785811AK6

785811AS9

785811AT7

785811AU4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785811AY6

785811BD1

785811AB6

785811AC4

785811AD2

785811AL4

785811AM2

785811AN0

785811AP5

785811AQ3

785811AR1

785811AV2

785811AW0

785811AX8

785811BE9

785811BH2

785811AZ3

785811BF6

785811BA7

785811BB5

785811BC3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SACO 2006-6**

785779AA7

785779AB5

785779AC3

785779AD1

785779AE9

785779AF6

785779AG4

785779AH2

785779AJ8

785779AK5

785779AL3

785779AM1

785779AN9

785779AP4

785779AQ2

785779AR0

SACO 2006-7**

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

78577PAA1

78577PAB9

78577PAC7

78577PAD5

78577PAE3

78577PAF0

78577PAG8

78577PAH6

78577PAJ2

78577PAK9

78577PAL7

78577PAR4

78577PAM5

78577PAN3

78577PAP8

78577PAQ6

SACO 2006-10

785812AA6

785812AB4

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

785812AC2

785812AD0

785812AE8

785812AF5

785812AG3

785812AH1

785812AJ7

785812AK4

785812AL2

785812AS7

785812AM0

785812AN8

785812AP3

BSSLT 2007-1**

07401WAA7

07401WAB5

07401WAC3

07401WAD1

07401WAE9

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07401WAF6

07401WAG4

07401WAH2

07401WAJ8

07401WAL3

07401WAK5

07401WAM1

07401WAN9

07401WAP4

07401WAQ2

07401WAR0

07401WAS8

07401WAT6

07401WAU3

07401WAV1

07401WAW9

07401WAX7

07401WAZ2

07401WBT5

07401WAY5

07401WBA6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

07401WBB4

07401WBC2

07401WBD0

07401WBE8

07401WBF5

07401WBG3

07401WBH1

07401WBM0

07401WBN8

07401WBP3

MLMI 2005-A6

59020UZR9

59020UZE8

59020UZF5

59020UZG3

59020UZH1

59020UZJ7

59020UZK4

59020UZL2

59020UZM0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

59020UZN8

59020UZP3

59020UZQ1

59020UD36

59020UD44

GSMPS Mortgage Loan Trust 2003-3

36290PAS6

36290PAT4

36290PAV9

36290PAW7

36290PAX5

36290PAY3

36290PAZ0

36290PBA4

36290PBB2

36290PBC0

36290PAU1

GSMPS Mortgage Loan Trust 2004-1

31394PPQ0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

31394PPR8

31394PPS6

31394PPU1

31394PPV9

36290PBD8

36290PBE6

36290PBG1

36290PBH9

36290PBJ5

31394PPT4

GSMPS Mortgage Loan Trust 2004-3

36228F3D6

36228F3E4

36228F3F1

36228F3G9

36228F3H7

36228F3J3

ACE Securities Corp. 1999-A

004420AA3

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

SMART 1993-3

863573ST9

863573SP7

863573SQ5

863573SR3

863573SC6

863573SW2

863573SS1

SMART 1993-6

863573UL3

863573UJ8

863573UN9

863573UA7

863573UQ2

863573UP4

Credit Suisse First Boston Mortgage-Backed Pass-Through Certificates, Series 2002-AR33

22541NXT1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

22541NXU8

22541NXV6

22541NXW4

22541NXX2

22541NXY0

22541NXZ7

22541NYA1

22541NYN3

22541NYD5

22541NYE3

22541NYF0

22541NYG8

22541NYH6

22541NYJ2

22541NYK9

22541NYL7

22541NYB9

22541NYC7

22541NYM5

GSAMP 2004-SD1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

36242DAS2

36242DAT0

36242DAU7

36242DAV5

36242DAW3

36242DAX1

36242DAY9

36242DAZ6

36242DBA0

36242DBB8

36242DBD4

36242DBC6

GSAMP 2004-SEA1

36228FL46

36228FL53

36228FP26

36228FL61

36228FL79

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

36628FL87

36628FL95

36228FM29

36228FM45

36228FM37

GSAMP 2004-4

36242DJQ7

36242DJS3

36242DJT1

36242DJU8

36242DJW4

36242DJX2

36242DJY0

36242DJZ7

36242DMJ9

36242DMK6

36242DML4

36242DJR5

36242DJV6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

GSR 2005-5F

36242D5T6

36242D5U3

36242D5V1

36242D5W9

36242D5X7

36242D5Y5

36242D5Z2

36242D6A6

36242D6B4

36242D6C2

36242D6D0

36242D6E8

36242D6F5

36242D6G3

36242D6H1

36242D6J7

36242D6K4

36242D6L2

36242D6M0

36242D6N8

36242D6P3

36242D6Q1

36242D6R9

36242D6S7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

36242D6T5

36242D6V0

36242D6W8

36242D6X6

36242D6Z1

36242D7A5

36242D7B3

36242D7C1

36242D7D9

36242D7E7

36242D7F4

36242D7G2

36242D7H0

36242D7K3

36242D7L1

36242D7M9

36242D7Q0

36242D7R8

36242D7T4

36242D7U1

36242D7W7

36242D7X5

36242D7Y3

36242D7Z0

362341AA7

362341AB5

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341AC3

36242D6U2

36242D6Y4

36242D7J6

36242D7N7

36242D7P2

36242D7S6

36242D7V9

GSR 2005-6F

362341DK2

362341DL0

362341DM8

362341DP1

362341DQ9

362341DR7

362341DS5

362341DU0

362341DV8

362341DY2

362341DZ9

362341EB1

362341ED7

362341EE5

362341EG0

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341EH8

362341EJ4

362341EK1

362341EL9

362341EM7

362341EN5

362341EP0

362341EQ8

362341ES4

362341ET2

362341EU9

362341EV7

362341EW5

362341EX3

362341EY1

362341EZ8

362341DN6

362341DT3

362341DW6

362341DX4

362341EA3

362341EC9

362341EF2

362341ER6

GSR 2005-7F

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341MH9

362341MJ5

362341MK2

362341ML0

362341MM8

362341MN6

362341MQ9

362341MR7

362341MS5

362341MT3

362341MU0

362341MX4

362341MY2

362341MZ9

362341NB1

362341NC9

362341ND7

362341NE5

362341NF2

362341NH8

362341NJ4

362341NK1

362341NL9

362341NM7

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

362341NN5

362341NP0

362341MP1

362341MV8

362341MW6

362341NA3

362341NG0

GSRMP 2004-1

36242DGH0

36242DGS6

36242DGT4

36242DGJ6

36242DGK3

36242DGL1

36242DGM9

36242DGN7

36242DGP2

GSMPS 2006-RP1

3623413C1

3623413V9

3623413E7

3623413F4

3623413G2

3623413J6

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

U.S. Bank National Association

3623413K3

3623413L1

3623413M9

3623413N7

3623413P2

3623413Q0

3623413R8

3623413S6

3623413D9

3623413H0

Credit Suisse First Boston Mortgage-Backed Pass-Through Series 2002-34

2254W0BZ7

2254W0ER2

2254W0ES0

2254W0EY7

2254W0EZ4

2254W0FA8

2254W0EN1

****** Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on Schedule A by a double asterisk. Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in this Notice.

Schedule A

Wells Fargo Bank, N.A., as trustee or indenture trustee

Bear Stearns Asset Backed Securities I Trust,

Series 2004-BO1

073879JH2
073879JJ8
073879JK5
073879JL3
073879JM1
073879JN9
073879JP4
073879JQ2
073879JR0
073879JS8
073879JT6
073879JU3
073879JV1
073879KY3
073879KZ0
073879LA4
073879KK5

144526AG5
144526AH3
144526AJ9
144526AK6
144526AL4
144526AM2
144526AN0
CAR07RFC1R1
CAR07RFC1R2
CAR07RFC1CE
CAR07RFC1P

**Impac Secured Assets Corp., Mortgage Pass-
Through Certificates Series 2004-4**

45254TRL0
45254TRK2
45254TRM8
45254TQP2
45254TQQ0
45254TQR8
45254TQX5
45254TQS6
45254TQT4
45254TQU1
45254TQV9
45254TQW7
IMPACS044RX

Carrington Mortgage Loan Trust, Series

2006-RFC1

14453EAB8
14453EAC6
14453EAD4
14453EAE2
14453EAP7
14453EAF9
14453EAG7
14453EAH5
14453EAJ1
14453EAK8
14453EAL6
14453EAM4
14453EAN2
14453EAS1
14453EAT9
14453EAQ5
14453EAR3

Impac CMB Trust, Series 2004-11

45254NLZ8
45254NMA2
45254NMB0
45254NMC8
45254NMK0
45254NMD6
45254NME4
45254NMF1
45254NMG9
45254NMH7
45254NMJ3

Carrington Mortgage Loan Trust, Series

2007-RFC1

144526AA8
144526AB6
144526AC4
144526AD2
144526AE0
144526AS9
144526AF7

IMPACC0411OT

Magnetar (RMT) 2008-R1

RESIDE08R1R
RESIDE08R1A

Magnetar (RMT) 2008-R2

RESIDE08R2R
RESIDE08R2A

The CUSIP numbers appearing herein have been included solely for the convenience of the Holders. No representation is made as to the correctness of the CUSIP numbers either as printed on the certificates or notes related to the Trusts or as contained in this notice.

Schedule A

Wells Fargo Bank, N.A., as trustee or indenture trustee

**Structured Adjustable Rate Mortgage Loan
Trust, Series 2007-3**

86363GAA2
86363GAB0
86363GAD6
86363GAE4
86363GAF1
86363GAG9
86363GAH7
86363GAJ3
86363GAK0
86363GAL8
86363GAM6
86363GAN4
86363GAP9
86363GAX2
86363GBA1
86363GAY0
86363GBB9
86363GAZ7
86363GBC7
86363GBF0
86363GBJ2
86363GBF8
86363GBK9
86363GBH6
86363GBL7
86363GAQ7
86363GAR5
86363GAS3
86363GAT1
86363GAU8
86363GBM5
STRUCT073R1
86363GBD5
STRUCT073C
86363GBE3
STRUCT073X

86364CAR3
86364CAS1
86364CAT9
86364CAU6
86364CAH5
86364CAJ1
86364CAK8
86364CAL6
86364CAM4
96364CAN2
86364CAP7
86364CBA9
STRUCT076R1
86364CAZ5
STRUCT076X
STRUCT076C

**Structured Asset Securities Corporation,
Series 2001-6**

86358RAN7
86358RAV9
86358RAY3
86358RBE6
86358RBF3
86358RBG1
86358RBJ5
STRUCT016R

**Structured Asset Securities Corporation,
Series 2005-S6**

86359DTQ0
86359DUB1
86359DUC9
86359DTR8
86359DTS6
86359DTT4
86359DTU1
86359DTV9
86359DTX5
86359DTY3

**Structured Adjustable Rate Mortgage Loan
Trust, Series 2007-6**

86364CAA0
86364CAB8
86364CAC6
86364CAD4
86364CAE2
86364CAF9
86364CAG7
86364CAQ5

STRUCT05S6LT
STRUCT05S6R
STRUCT05S6P
STRUCT05S6X

**Structured Asset Securities Corporation,
Series 2005-S7**

863576DT8
863576ED2

The CUSIP numbers appearing herein have been included solely for the convenience of the Holders. No representation is made as to the correctness of the CUSIP numbers either as printed on the certificates or notes related to the Trusts or as contained in this notice.

Schedule A

Wells Fargo Bank, N.A., as trustee or indenture trustee

863576DU5
863576DV3
863576DW1
863576DX9
863576DY7
863576DZ4
863576EA8
863576EB6
STRUCT05SLTR
STRUCT05S7R
STRUCT05S7P
STRUCT05S7X

IMPAC CMB Trust Series 2005-6

45254NQG5
45254NQW0
45254NQH3
45254NQJ9
45254NQK6
45254NQL4
45254NQM2
45254NQN0
45254NQP5
45254NQQ3
45254NQR1
45254NQS9
45254NQT7
45254NQU4
45254NQV2

Stanwich Mortgage Loan Trust, Series 2009-2

854864AA3
854864AC9

Stanwich Mortgage Loan Trust, Series 2010-2

85486BAA7
85486BAB5

IMPAC Secured Assets 2005-2

45254TSM7
45254TSN5
45254TTF1
45254TSP0
45254TSR6
45254TSS4
45254TTE4
45254TST2
45254TSU9
45254TSV7
45254TSW5
45254TSX3
45254TTD6
45254TTC8

IMPAC CMB Trust Series 2004-9

45254NLA3
45254NKX4
45254NKY2
45254NKZ9
45254NLB1
45254NLC9
45254NLD7

IMPAC CMB Trust Series 2005-2

45254NMY0
45254NNK9
45254NNJ2
45254NNF0
45254NNN3
45254NNM5
45254NNB9
45254NMZ7
45254NNL7
45254NNC7
45254NND5
45254NNE3
45254NNH6

IMPAC CMB 2004-6

45254NJVO
45254NKD8
45254NKE6
45254N JW8
45254N JX6
45254N JY4
45254N JZ1
45254NKA4
45254NKB2
45254NKC0
IMPACC046CTF

The CUSIP numbers appearing herein have been included solely for the convenience of the Holders. No representation is made as to the correctness of the CUSIP numbers either as printed on the certificates or notes related to the Trusts or as contained in this notice.

Schedule A

**Law Debenture Trust Company of New York, as separate trustee, and Wells Fargo Bank,
N.A., as trustee or indenture trustee**

GMAC 2000-HE2	GMACH04HE2SB
361856AN7	
361856AP2	GMAC 2004-HE5
GMACMH00HE2C	361856DX2
GMACMH00HE2I	361856DY0
GMACMH00HE2	361856SB
GMAC 2000-HE4	GMAC 2004-VFT
361856AQ0	36186FAA4
361856AR8	GMACHMH04VFT
GMACH00HE4CE	
GMACH00HE4I	GMAC 2005-AA1
GMACH00HE4II	76112BNM8
	76112BNN6
GMAC 2002-HE1	76112BNP1
361856BT3	76112BNR7
361856BU0	76112BNS5
GMACMH02HE1O	76112BNT3
	76112BNQ9
GMAC 2002-HE3	76112BNQ9
GMACH02HE3V1	76112BNU0
GMACMH02HE3O	76112BNV8
GMAC 2002-HE4	GMAC 2005-HE1
361856CF2	381856EB9
GMACMH02H4SB	361856EC7
	GMACH005HE1C
GMAC 2003-HE1	361856ED5
361856CK1	361856EE3
GMACMH03HE1C	361856EF0
GMAC 2003-HE2	GMAC 2005-HE2
361856CP0	36185MAD4
361856CQ8	36185MAE2
GMACMH03H2R2	36185MAF9
GMACMH03H2R3	GMACMH05E2SB
GMACMH03H2SB	
GMAC 2004-HE1	GMAC 2006-AR1
7609852S91	36185MDN9
7609852S91	36185MDP4
361856CV7	36185MDQ2
GMACMH04HE1C	36185MDR0
	36185MDS8
	36185MDT6
GMAC 2004-HE2	36185MDU3
361856DB0	36185MDV1
361856DD6	36185MDW9
361856DE4	36185MEA6

The CUSIP numbers appearing herein have been included solely for the convenience of the Holders. No representation is made as to the correctness of the CUSIP numbers either as printed on the certificates or notes related to the Trusts or as contained in this notice.

Schedule A

**Law Debenture Trust Company of New York, as separate trustee, and Wells Fargo Bank,
N.A., as trustee or indenture trustee**

36185MDX7
36185MDY5
36185MDZ2

41162CAH4
41162CAJ0
41162CAK7
41162CAL5
41162CAM3

GMAC 2006-J1

36185MEB4
36185MEC2
36185MED0
36185MEE8
36185MEG3
36185MEH1
36185MEK4
36185MEM0
36185MEN8
36185MEP3
36185MEJ7
36185MER9
36185MES7
36185MEQ1

HARB0610ES2
HARBOR0610R
HARBOR0610C1
HARBOR0610P

**Harborview Mortgage Loan Trust, Series
2007-3**

41164UAA7
41164UAB5
41164UAC3
41164UAD1
41164UAE9
41164UAF6
41164UAG4
41164UAH2

**Harborview Mortgage Loan Trust, Series
2006-10**

41162CAA9
41162CAB7
41162CAC5
41162CAD3
41162CAE1
41162CAF8
41162CAG6

41164UAJ8
41164UAK5
41164UAL3
41164UAM1
41164UAN9
HARBOR073ES
HARBOR073R
HARBOR073C

The CUSIP numbers appearing herein have been included solely for the convenience of the Holders. No representation is made as to the correctness of the CUSIP numbers either as printed on the certificates or notes related to the Trusts or as contained in this notice.

Schedule A

Wells Fargo Bank, N.A., as master servicer*

Bear Stearns Asset-Backed Securities 2007-

SD2*

07386UAA0
07386UAB8
07386UAD4
07386UAE2
07386UAF9
07386UAG7
07386UAJ1
07386UAL8
07386UAL6
07386UAC6
07386UAH5
07386UAM4
07386UAN2
07386UAP7
07386UAQ5
07386UAR3
07386UAS1
07386UBA9
07386UAZ5
07386UBB7
07386UAC6

073871AB1
073871AC9
073871AD7
073871AE5
073871AF2
073871AG0
073871AN5
073871AP0
073871AQ8
073871AR6
073871AS4
073871AT2
073871AU9
073871AX3
073871AZ8
073871BB0
073871BD6
073871AW5
073871AY1
073871BH7
073871BJ3
073871BL8
073871BM6
073871BN4

Bear Stearns Asset Backed Securities

2007-SD3*

07387LAA9
07387LAB7
07387LAC5
07387LAD3
07387LAE1
07387LAF8
07387LAG6
07387LAH4
07387LAJ0
07387LAM3
07387LAN1
07387LAP6

073871BP9
073871BS3
073871BU8
073871BW4
073871BR5
073871BT1
073871BY0
073871BZ7
073871CA1
073871CL7
073871CM5
073871CE3
073871CG8

Bear Stearns Alt-A Trust 2006-5*

073873AH4
073873AA9
073873AB7
073873AC5
073873AJ0

Bear Stearns Alt-A Trust 2006-4*

073871AM7
073871AA3

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

073873AK7	07401UAF0
073873AL5	07401UAG8
073873AN1	07401UAH6
073873AP6	07401UAN3
073873AQ4	07401UAP8
073873AM3	07401UAQ6
073873AU5	07401UAT0
073873AV3	07401UAR4
073873AX9	07401UAS2
073873AW1	
073873AY7	
073873AD3	

**GS Mortgage Securities Corp Depositor
Mortgage 2006-AR2***

Bear Stearns Alt-A Trust 2006-8*

07387QAH3	36297TAA0
07387QAA8	36297TAB8
07387QAB6	36297TAC6
07387QAC4	36297TAD4
07387QAM2	36297TAE2
07387QAN0	36297TAF9
07387QAQ3	36297TAG7
07387QAS9	36297TAH5
07387QAR1	36297TAJ1
07387QBH2	36297TAK8
07387QAP5	36297TAL6
07387QAX8	36297TAM4
07387QAY6	36297TAN2
07387QBA7	36297TAP7
07387QBB5	36297TAQ5
07387QBC3	36297TAR3
07387QAZ3	36297TAS1
07387QAJ9	36297TAT9
07387QAK6	36279TAU6
07387QBG4	36297TAV4
07387QBE9	36297TAW2
07387QAL4	36297TAX0
	36297TAY8
	36297TAZ5
	36297TBB7
	36297TAT9
	36297TAU6
	36297TBB7

Bear Stearns Second Lien Trust 2007-SV1*

07401UAA1	
07401UAB9	
07401UAU7	
07401UAH2	
07401UAC7	
07401UAD5	
07401UAE3	

SACO I Trust 2007-1*

785814AA2
785814AB0
785814AC8

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

785814AT1	576434QF4
785814AP9	576434QE7
785814AQ7	576434QB3
785814AN4	576434QJ6
785814AR5	576434QA5
785814AS3	576434QW7

MASTR Alternative Loan Trust 2004-12*

576434YF5	576434PZ1
576434YE8	576434QT4
576434YG3	576434PY4
576434YM0	576434QG2
576434YR9	576434QX5
576434YL2	576434QP2
576434ZE7	576434QU1
576434ZB3	576434QQ0
576434YS7	576434QN7
576434YQ1	576434QM9
576434YK4	576434QV9
576434ZF4	576434QY3
576434YJ7	576434QZ0
576434ZG2	576434QH0
576434YY4	576434QL1
576434YN8	576434QK3

MASTR Alternative Loan Trust 2004-6*

576434YP3	576434SK1
576434YW8	576434SN5
576434YD0	576434SL9
576434YX6	576434SW5
576434YV0	576434SJ4
576434YH1	576434SM7
576434YU2	576434SG0
576434ZC1	576434SF2
576434YT5	576434SH8
576434ZD9	576434SC9
576434ZP2	576434SX3
	576434ST2
	576434SS4
	576434SE5
	576434SD7
	576434SR6
	576434SQ8

MASTR Alternative Loan Trust 2004-4*

576434PX6
576434QC1
576434PX6
576434QD9

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

576434SY1
576434SP0

576434VD3
576434VC5
576434UZ5
576434VG6
576434VP6

MASTR Alternative Loan Trust 2004-7*

576434SK1
576434SN5
576434SL9
576434SW5
576434SJ4
576434SM7
576434SG0
576434SF2
576434SH8
576434SC9
576434SX3
576434ST2
576434SS4
576434SE5
576434SD7
576434SR6
576434SQ8
576434SY1
576434SP0

MASTR Alternative Loan Trust 2005-3*

576434N42
576434L93
576434N26
576434M35
576434M68
576434M76
576434P57
576434M50
576434M84
576434N59
576434N67
576434P24
576434M43
576434M27
576434N91
576434N34
576434M92
576434P65
576434P32
576434P40

MASTR Alternative Loan Trust 2004-8*

576434UQ5
576434UP7
576434UR3
576434UV4
576434UW2
576434VE1
576434UX0
576434VL5
576434VF8
576434UU6
576434US1
576434UT9
576434VB7
576434VM3
576434UY8
576434VN1

MASTR Alternative Loan Trust 2005-4*

576434Q49
576434Q98
576434R22
576434Q56
576434Q64
576434Q72
576434Q80
576434R55
576434R63
576434R30
576434R48
576434R71

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

576434R89	55291YAL1
	55291YAJ6
MASTR Alternative Loan Trust 2005-5*	55291YBG1
576434S62	55291YAE7
576434S70	55291YAA5
576434S88	55291YAP2
576434S96	55291YAN7
576434T20	
576434T38	MASTR Asset Securitization Trust
576434T46	2002-7*
576434T53	55265KNB1
576434T61	55265KLZ0
576434T79	55265KMS5
576434T87	55265KMX4
576434T95	55265KNC9
576434U28	55265KND7
576434U36	55265KMC0
576434U44	55265KNG0
576434U51	55265KLX5
576434U69	55265KLW7
	55265KNH8
MASTR Alternative Loan Trust 2006-1*	55265KNA3
576434Y32	55265KMB2
576434Y40	55265KMT3
576434Y57	55265KMU0
576434Y65	55265KMD8
576434Y73	55265KMA4
5764342B9	55265KLY3
576434Y81	55265KMZ9
576434Y99	
576434Z31	MASTR Asset Securitization Trust
576434Z23	2004-1*
	55265K5M7
MASTR Alternative Loan Trust	55265K5L9
2007-HF1*	55265K6P9
55291YAG2	55265K5V7
55291YBE6	55265K5Y1
55291YAH0	55265K5W5
55291YBF3	55265K6E4
55291YAC1	55265K5P0
55291YBD8	55265K5X3

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

55265K6J3	57643MAR5
55265K5N5	57643MAZ7
55265K5Z8	57643MAY0
	57643MBG8
MASTR Asset Securitization Trust	57643MAJ3
2004-3*	57643MAE4
55265K7Y9	57643MAF1
55265K8A0	57643MAT1
55265K7Q6	57643MBA1
55265K7P8	57643MAS3
55265K7Z6	
55265K8L6	MASTR Asset Securitization Trust
55265K7M5	2004-5*
55265K7K9	57643MBK9
55265K8K8	57643MBM5
55265K8J1	57643MBP8
55265K8M4	57643MBT0
55265K8D4	57643MBW3
55265K8B8	57643MBN3
55265K8P7	57643MBX1
55265K7N3	57643MBY9
55265K8N2	57643MBZ6
55265K7W3	57643MBS2
55265K8Q5	57643MBL7
55265K8E2	57643MBQ6
55265K7L7	57643MBR4
57643MAA2	
55265K7X1	MASTR Asset Securitization Trust
55265K8R3	2004-6*
55265K8G7	57643MDH4
55265K8S1	57643MDU5
55265K8F9	57643MDF8
	57643MDE1
MASTR Asset Securitization Trust	57643MCY8
2004-4*	57643MCZ5
57643MBF0	57643MDD3
57643MAG9	57643MDG6
57643MAQ7	57643MCV4
57643MAH7	57643MDQ4
57643MAU8	57643MCU6
57643MAX2	57643MDR2

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

57643MDV3	57643MGM0
57643MDB7	57643MGR9
57643MDA9	57643MGN8
57643MDM3	57643MFY5
57643MDW1	57643MFU3

57643MDL5
57643MDX9
57643MDY7
57643MEA8
57643MDZ4
57643MDN1
57643MDT8
57643MDJ0
57643MDK7

**MASTR Asset Securitization Trust
2004-10***

57643MGZ1
57643MGV0
57643MGW8
57643MHL1
57643MHH0
57643MHK3
57643MHC1
57643MHD9
57643MHJ6
57643MHT4
57643MHA5
57643MGY4
57643MHU1
57643MHQ0
57643MHV9
57643MHP2
57643MHB3
57643MHM9
57643MHN7
57643MHW7

**MASTR Asset Securitization Trust
2004-9***

57643MFF6
57643MFQ2
57643MFG4
57643MFM1
57643MGG3
57643MFS8
57643MFN9
57643MGC2
57643MFC3
57643MFR0
57643MFT6
57643MFW9
57643MGD0
57643MFP4
57643MFZ2
57643MGH1
57643MFV1
57643MGA6
57643MGB4
57643MGJ7
57643MGL2
57643MGK4
57643MGQ1
57643MGP3

**MASTR Asset Securitization Trust
2004-11***

57643MJK1
57643MJA3
57643MJM7
57643MJE5
57643MJD7
57643MJF2
57643MJL9
57643MJV7
57643MJB1
57643MHZ0

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

Wells Fargo Bank, N.A., as master servicer*

57643MJS4	55265WDM2
57643MJW5	55265WDU4
57643MJR6	55265WDE0
57643MJG0	55265WDN0
57643MJX3	55265WDC4
57643MJQ8	55265WDF7
57643MJP0	55265WDT7
	55265WDH3
MASTR Seasoned Securitization Trust	55265WDK6
2005-2*	55265WDV2
55265WDJ9	55265WDR1
55265WDG5	55265WDS9
55265WDB6	

* Trusts for which an RMBS Trustee acts as master servicer and for which no RMBS Trustee acts as trustee are identified on this Schedule A by an asterisk (see page 1 of the Notice for a definition of RMBS Trustee). Pursuant to the Plan Support Agreement, any Buyback Claims that any such Trusts may have will be included in, and treated consistently with, the Plan Support Agreement. Certificateholders of such Trusts should contact their trustees with respect to matters described in the Notice.

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Schedule A

HSBC Bank USA, N.A.

Ace Securities Corp Home Equity Loan 2005-SL1
ACESEC05SL1R
004421RV7
004421RW5
004421RX3
004421SB0
ACESEC05SCE2
ACESEC05SL1P
ACESEC05SCE1
Ace Securities Corp Home Equity Loan 2006-SL4
00441WAA4
00441WAB2
00441WAD8
00441WAE6
00441WAF3
00441WAG1
00441WAH9
ACESEC06SL4R
ACESEC06CE1A
ACESEC06CE2
Ace Securities Corp Home Equity Loan 2006-SL1
004421VE0
004421VF7
004421VG5
004421VH3
004421VJ9
004421VK6
004421VL4
004421VM2
ACESEC06SCE2
ACESEC06SL1P
ACESEC06SL1R
ACESEC06SCE1
Ace Securities Corp Home Equity Loan 2007-HE4
00442LAA7
00442LAB5
00442LAC3

00442LAD1
00442LAE9
00442LAF6
00442LAG4
0042LAH2
00442LAJ8
00442LAK5
0042LAL3
ACES07H4CE2
ACES07H4CE1
ACESEC07H4P
ACESEC07H4R
Ace Securities Corp Home Equity Loan Trust 2007-SL1
00442FAA0
00442FAB8
00442FAR3
00442FAD4
00442FAE2
00442FAF9
00442FAG7
00442FAJ1
00442FAK8
00442FAL6
ACEC07SL1R
ACEC07SL1CE2
ACEC07SL1CE1
Ace Securities Corp Home Equity Loan 2007-SL2
00443WAA2
ACE07SL2R
ACE07SL2CE2
ACE07SL2P
ACE07SL2CE1
ACE Securities Corp Suntrust Acquisition 2007-1
86801CAA1
86801CAC7
86801CAE3
ACESEC071R
ACESEC071CE

Schedule A

HSBC Bank USA, N.A.

ACESEC071P
Alliance Securities Corp 2007-S1
ALLIAN07S1CE
ALLIAN07S1R
01853GAA8
01853GAB6
01853GAC4
01853GAD2
01853GAE0
01853GAF7
Credit Suisse First Boston Mortgage Adjustable Rate Mortgage 2004-5
007036EN2
007036EP7
007036EQ5
007036ER3
007036ES1
007036ET9
007036EX0
007036EY8
007036EZ5
007036FA9
007036FB7
007036FC5
007036FD3
007036FE1
007036FL5
007036FG6
007036FM3
007036FK7
007036FH4
007036FJ0
007036FF8
Credit Suisse First Boston Mortgage Adjustable Rate Mortgage 2005-1
007036FN1
007036FP6
007036FR2
007036FS0
007036FT8
007036FU5
007036FV3

007036FW1
007036FX9
007036FY7
007036FZ4
007036GA8
007036GB6
007036GC4
007036GD2
007036GH3
007036GJ9
007036GK6
007036GG5
007036GL4
007036GM2
007036GN0
007036GP5
007036GQ3
007036GF7
Citigroup Mortgage Loan Trust 2004-2
17307GMQ8
17307GMR6
17307GMT2
17307GMU9
17307GMS4
17307GMX3
17307GMY1
17307GMZ8
17307GMV7
17307GMW5
17307GNB0
17307G9R1
17307GNC8
17307GNA2
Citigroup Mortgage Loan Trust 2005-SHL1
17307GR42
17307GR67
17307GR75
17307GR83
17307GR91
CITIGR05SHLR
CITIGR05SHLC
Citigroup Mortgage Loan Trust 2007-SHL1

Schedule A

HSBC Bank USA, N.A.

17312WAA4
17312WAB2
17312WAC0
17312WAD8
17312WAE6
17312WAF3
17312WAG1
CIT07SHL1CE
CIT07SHL1R
Deutsche Alt-A Securities Mortgage 2003-2XS
251510AV5
251510AW3
251510AY9
251510AZ6
251510BA0
DEUTSC032XSR
DEUTSC032XCE
DEUTSC032XSP
Deutsche Alt-A Securities Mortgage 2003-4XS
251510CE1
251510CF8
251510CG6
251510CJ0
251510CK7
251510CL5
251510CT8
111276358
111276366
111276374
Deutsche Alt-A Securities Mortgage 2005-3
251510FA6
251510EZ2
251510EY5
251510EA7
251510EB5
251510EC3
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65535VLK2
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65535VLM8
65535VLN6
65535VLP1
65535VLQ9
65535VMD7
65535VMC9
65535VLR7
Nomura Asset Acceptance Corp 2005-AP3

65535VPE2
65535VPF9
65535VPD4
65535VPC6
65535VPH5
Nomura Asset Acceptance Corp 2005-S2
65535VLS5
65535VLW6
65535VLX4
65535VLU0
65535VLV8
65535VMB1
65535VLZ29
65535VLY2
65535VMU9
Nomura Asset Acceptance Corp 2005-S3
65535VNU8
65535VPA0
65535VNS3
65535VNT1
65535VPR3
65535VNZ7
65535VPS1
65535VNY0
65535VNX2
65535VQJ0
Nomura Asset Acceptance Corp 2005-S4
65535VQP6
65535VQQ4
65535VQZ4
65535VQY7
65535VRA8
65535VRE0
65535VRF7
65535VQR2
65535VQS0
65535VQT8
65535VQU5
65535VQV3
65535VQW1
65535VRX8
65535VRD2

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65535VRB6
Nomura Asset Acceptance Corp 2005-AR3
65535VMJ4
65535VMK1
65535VMF2
65535VMG0
65535VMH8
65535VML9
65535VMM7
65535VMP0
65535VMQ8
65535VMT2
65535VMN5
65535VMR6
65535VMS4
Nomura Asset Acceptance Corp 2005-AR4
65535VMV7
65535VMW5
65535VMX3
65535VNN4
65535VMY1
65535VMZ8
65535VNA2
65535VNB0
65535VNL8
65535VNM6
65535VNC8
65535VND6
65535VNE4
65535VNG9
65535VNH7
65535VNK0
Nomura Asset Acceptance Corp 2005-AR5
65535VPT9
65535VQM3
65535VPU6

65535VQK7
65535VPV4
65535VQH4
65535VPY8
65535VQL5
65535VPZ5
65535VQA9
65535VQB7
65535VQD3
65535VQE1
65535VQG6
Nomura Asset Acceptance Corp 2005-AR6
65535VRG5
65535VRH3
65535VRW0
65535VRJ9
65535VRV2
65535VRK6
65535VRL4
65535VRM2
65535VRN0
65535VRP5
65535VRQ3
65535VRR1
65535VRU4
65535VRS9
65535VRS9
Nomura Asset Acceptance Corp 2006-AF1
65536PAA8
65536PAB6
65536PAC4
65536PAD2
65536PAE0
65536PAF7
65536PAH3
65536PAJ9
65536PAK6

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65536PAL4
65536PAM2
65536PAN0
65536PAP5
65536PBC3
65536PAQ3
65536PAR1
65536PAT7
65536PAZ3
65536PAX8
65536PAU4
65536PAV2
65536PAW0
65536PAU4
65536PAV2
65536PAW0
65536PBA7
65536PAY6
Nomura Asset Acceptance Corp 2006-AF2
65536VAA5
65536VAB3
65536VAC1
65536VAD9
65536VAE7
65536VAF4
65536VAG2
65536VAH0
65536VAJ6
65536XAA1
65536XAB9
65536XAC7
65536XAD5
65536XAN3
65536XAP8
65536XAQ6
65536XAT0
65536XAU7

65536XAE3
65536XAF0
65536CAH6
65536XAJ2
65536XAK9
65536VAK3
65536XAM5
65536XAX1
65536VAM9
65536XAV5
65536VAL1
65536XAL7
Nomura Asset Acceptance Corp 2006-API
65535VSN9
65535VSJ8
65535VSK5
65535VSL3
65535VSM1
65535VSP4
65535VSQ2
65535VSR0
65535VSU3
65535VSV1
Nomura Asset Acceptance Corp 2006-AR1
65535VTE8
65535VRY6
65535VRZ3
65535VSA7
65535VSB5
65535VSC3
65535VSD1
65535VSE9
65535VSF6
65535VSG4
65535VSZ2
65535VTA6
65535VTC2
65535VSW9

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65535VSX7
65535VTJ7
65535VTE8
65535VTM0
Nomura Asset Acceptance Corp 2006-AR2
65535VUH9
65535VUJ5
65535VUK2
65535VUZ9
65535VVA3
65535VUS5
65535VUT3
65535VUU0
65535VUV8
65535VUX4
65535VUY2
65535VUL0
65535VUM8
65535VUN6
65535VVD7
65535VVB1
65535VUP1
65535VUQ9
65535VUR7
65535VUP1
65535VUQ9
65535VUR7
65535VVE5
65535VVF2
65535VVC9
Nomura Asset Acceptance Corp 2006-AR3
65537EAA2
65537EAB0
65537EAC8
65537EAD6
65537EAP9
65537EAE4
65537EAF1
65537EAG9
65537EAH7

65537EAJ3
65537EAQ7
65537EAR5
65537EAN4
Nomura Asset Acceptance Corp 2006-AR4
65538DAA3
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65538DAC9
65538DAD7
65538DAE5
65538DAF2
65538DAG0
65538DAH8
65538DAJ4
65538DAN5
65538DAR6
65538DAS4
65538DAP0
Nomura Asset Acceptance Corp 2006-S1
65535VTN8
65535VTP3
65535VTQ1
65535VTR9
65535VTY4
65535VTZ1
65535VUF3
65535VTS7
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65535VTV0
65535VTW8
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65535VUD8
65535VUG1
65535VUB2
Nomura Asset Acceptance Corp 2006-S2
65535YAB8
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65535YAM4
65535YAN2
65535YAP7

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65535YAQ5
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65535YAG7
65535YAH5
65535YAJ1
65535YAK8
65535YAR3
65535YAT9
65535TAS1
Nomura Asset Acceptance Corp 2006-S3
65536WAA3
65536WAL9
65536WAM7
65536WAN5
65536WAP0
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65536WAF2
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65536WAU9
65536WAR6
65536WAS4
Nomura Asset Acceptance Corp 2006-S4
65537DAA4
65537DAJ5
65537DAL0
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65537DAC0
65537DAE6
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65537DAQ7
65537DAN6
65537DAR7
Nomura Asset Acceptance Corp 2006-S5
65538AAB7
65538AAC5
65538AAM3
65538AAD3
65538AAE1
65538AAF8
65538AAG6

65538AAH4
65538AAJ0
65538AAK7
63538AAL5
65538AAR2
65538AAP6
65538AAQ4
Nomura Asset Acceptance Corp 2007-S1
655374AA4
655374AB2
655374AC0
655374AD8
655374AG1
655374AH9
655374AJ5
65374AM8
655374AP1
655374AN6
Nomura Asset Acceptance 2007-S2
65538BAF6
65538BAA7
65538BAB5
65538BAD1
65538BAE9
65538BAG4
Nomura Asset Acceptance Corporation 2007-1
65538PAA6
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65538PAG3
65538PAH1
65538PAJ7
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65538PAM0
65538PAN8
65538NAA1
65538NAB9
65538NAC7

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65538NAD5
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65538NAF0
65538NAG8
65538NAH6
65538NAJ2
65538PAS7
65538NAR4
65538PAP3
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65538PAR9
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65538NAP8
65535AAD6
65535AAE4
65535AAF1
65535AAG9
65535AAH7
65535AAK0
65535AAL8
Nomura Asset Acceptance Corporation 2007-2
655378AA5
655378AB3
655378AC1
655378AD9
655378AE7
655378AH0
655378AJ6
655378AF4
655378AK3
655378AL1
655378AM9
655378AN7
655378AP2
655378AR8
655378AQ0
655378AS6
655378AT4
Nomura Asset Acceptance Corp 2007-3
65537UAA6
65537UAB4

65537UAC2
65537UAD0
65537UAE8
65537UAF5
65537UAG3
65537UAK4
65537UAL2
65537UAM0
65537UAN8
Nomura Home Equity Loan 2006-AF1
65535AAA2
65535AAB0
65535AAC8
65535AAD6
65535AAE4
65535AAF1
65535AAG9
65535AAH7
65535AAK0
65535AAL8
65535AAJ3
Nomura Home Equity Loan 2007-1
65537KAV2
65537KAW0
65537KAX8
65537KAY6
65537KAZ3
65537KBA7
65537KBB5
65537KAA8
65537KAD2
65537KAE0
65537KAB6
65537KAC4
65537KAF7
65537KAG5
65537KAH3
65537KAJ9
65537KAM2
65537KAN0
65537KAP5

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65537KAQ3
65537KBD1
65537KAR1
65537KBE9
65537KBF6
65537KAT7
65537KAU4
Structured Adjustable Rate Mortgage Loan 2004-4
86359BNL1
86359BNM9
86359BNN7
86359BNQ0
86359BNT4
86359BNU1
86359BNV9
86359BNW7
86359BNX5
86359BNY3
86359BPB1
86359BPD7
86359BPE5
86359BPF2
86359BPG0
86359BPJ4
86359BPK1
86359BPL9
86359BPH8
STRUCT044P1
STRUCT044P2
Structured Asset Securities Corp 2008-RF1
86362DAA0
86362DAB8
86362DAC6
86362DAD4
86362DAE2
86362DAF9
86262DAG7
86362DAH5

86362DAJ1
86362DAZ5
Sequoia Mortgage Trust 2004-3
81744FAZ0
81744FBA4
81744FBE6
81744FBD8
SEQUOI043LTR
Sequoia Mortgage Trust 2004-4
81744FBN6
81744FBF3
81744FBG1
81744FBH9
81744FBJ5
81744FBK2
81744FBL0
81744FBM8
81744FBR7
81744FBP1
81744FBQ9
SEQUOI044LTR
Sequoia Mortgage Trust 2004-5
81744FBS5
81744FBT3
81744FBU0
81744FBV8
81744FBX4
81744FBZ9
81744FCA3
81744FCB1
81744FBY2
81744FCD7
81744FCE5
SEQUOI045LTR
81744FCC9
81744FCF2
Sequoia Mortgage Trust 2004-6
81744FCG0

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81744FCK1
81744FCH8
81744FCJ4
81744FCL9
81744FCN5
81744FCP0
81744FCQ8
81744FCU9
Sequoia Mortgage Trust 2004-7
81744FCV7
81744FCW5
81744FCX3
81744FCY1
81744FCZ8
81744FDB0
81744FDC8
81744FDD6
81744FDH7
81744FDA2
81744FDF1
81744FDG9
SEQUOI047LTR
81744FDE4
Sequoia Mortgage Trust 2004-8
81744FDJ3
81744FDK0
81744FDL8
81744FDM6
81744FDP9
81744FDQ7
81744FDR5
81744FDT1
81744FDN4
81744FDU8
SEQUOI048LTR
81744FDS3
Sequoia Mortgage Trust 2004-9
81744FDV6
81744FEW4
81744FDX2
81744FDY0

81744FEA1
81744FEB9
81744FEC7
81744FEE3
81744FDZ7
81744FEF0
SEQUOI049LTR
81744FED5
Sequoia Mortgage Trust 2004-10
81744FET0
81744FEU7
81744FEV5
81744FEW3
81744FEX1
81744FEY9
81744FEZ6
81744FFA0
81744FFC6
81744FFD4
81744FFE2
81744FFB8
81744FFG7
SEQUIPO04LTR
81744FFF9
81744FFH5
Sequoia Mortgage Trust 2004-11
81744FFJ1
81744FFK8
81744FFL6
81744FFM4
81744FFN2
81744FFP7
81744FFR3
81744FFS1
81744FFT9
81744FFQ5
81744FFW2
81744FFV4
SEQUOI0411LR
81744FFU6
Sequoia Mortgage Trust 2004-12
81744FFY8

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81744FFZ5
81744FGA9
81744FGB7
81744FGC5
81744FGD3
81744FGF8
81744FGG6
81744FGH4
81744FGJ0
SEQUOI0412AR
81744FGK7
81744FGL5
SEQUOI0412LT
Sequoia Mortgage Trust 2005-1
81744FGM3
81744FGN1
81744FGP6
81744FGQ4
81744FGR2
81744FGS0
81744FGU5
81744FGV3
81744FGT8
81744FGW1
81744FGX9
SEQUOI051LTR
Sequoia Mortgage Trust 2005-2
81744FGY7
81744FGZ4
81744FHA8
81744FHB6
81744FHC4
81744FHD2
81744FHE0
81744FHF7
81744FHG5
81744FHJ9
81744FHH3
SEQUOI052LTR
Sequoia Mortgage Trust 2005-3
81744FHK6
81744FHL4

81744FHM2
81744FHP5
81744FHQ3
81744FHR1
81744FHS9
81744FHN0
81744FHT7
81744FHU4
SEQUOI053LTR
Sequoia Mortgage Trust 2005-4
81744FHV2
81744FHW0
81744FHX8
81744FHY6
81744FHZ3
81744FJD0
81744FJE8
81744FJG3
81744FJH1
81744FJK4
81744FJL2
81744FJM0
81744FJA6
81744FJN8
81744FJP3
81744FJJ7
81744FJF5
81744FJQ1
81744FJC2
81744FJB4
SEQUOI05LTR
Sequoia Mortgage Trust 2007-1
81744HAA1
81744HAB9
81744HAD5
81744HAE3
81744HAF0
81744HAG8
81744HAH6
81744HAJ2
81744HAK9
81744HAL7
81744HAM5

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81744HAN3
81744HAP8
81744HAQ6
81744HAR4
81744HAS2
81744HAT0
Sequoia Mortgage Trust 2007-2
81744LAA2
81744LAC8
81744LAD6
81744LAE4
81744LAF1
81744LAG9
81744LAL8
81744LAN4
81744LAR5
81744LAS3
81744LAT1
81744LAZ7
81744LBA1
81744LAU8
81744LAV6
81744LAW4
81744LAY0
81744LAB0
81744LAQ7
81744LAJ3
81744LAH7
81744LAK0
81744LAX2
Sequoia Mortgage Trust 2007-3
81744MAA0
81744MAB8
81744MAC6
81744MAD4
81744MAF9
81744MAG7
81744MAH5
81744MAM4
81744MAN2
81744MAQ5
81744MAR3
81744MAS1

81744MAT9
81744MAU6
81744MAV4
81744MAW2
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81744MAZ5
81744MBB7
81744MAE2
81744MAP7
81744MAK8
81744MAL6
81744MAJ1
81744MBA9
Sequoia Mortgage Trust 2007-4
81744JAA7
81744JAB5
81744JAC3
81744JAD1
81744JAE9
81744JAF6
81744JAG4
81744JAH2
81744JAJ8
81744JAK5
81744JAL3
81744JAN9
81744JAP4
81744JAQ2
81744JAM1
81744JAR0
81744JAS8
81744JAT6
81744JAU3

Schedule B

Trusts Insured by Financial Guaranty Insurance Company ("FGIC")

<u>Trust</u>	<u>Trustee</u>	<u>Policy ID</u>
GMACM 2001-HE2	The Bank of New York Mellon and The Bank of New York Mellon Trust Company, N.A. (collectively, " <u>BNY</u> Mellon")	1010293
GMACM 2002-HE4	Wells Fargo Bank, N.A. (" <u>WFB</u> ") / Law Debenture Trust Company of New York (" <u>LDTC</u> ")	2030026
GMACM 2003-HE2	WFB/LDTC	3030009
GMACM 2004-HE5	WFB/LDTC	4030047
GMACM 2005-HE2	WFB/LDTC	5030041
GMACM 2006-HE2	BNY Mellon	6030080
GMACM 2006-HE3	BNY Mellon	6030099
GMACM 2006-HE5	BNY Mellon	6030127
GMACM 2007-HE2	BNY Mellon	7030046
GMACM 2001-HE2	BNY Mellon	1010294
GMACM 2001-HE3	BNY Mellon	1030013
GMACM 2002-HE1	WFB/LDTC	2030009
GMACM 2003-HE1	WFB/LDTC	3030008
GMACM 2004-HE1	WFB/LDTC	4030006
GMACM 2005-HE1	WFB/LDTC	5030011
GMACM 2006-HE1	BNY Mellon	6030037
GMACM 2004-HLTV1	BNY Mellon	4030036
GMACM 2006-HLTV1	BNY Mellon	6030034
RFC, RAMP 2004-RS7	BNY Mellon	4030020
RFC, RAMP 2004-RS7	BNY Mellon	4030021
RFC, RAMP 2005-EFC7	U.S. Bank National Association (" <u>USB</u> ")	5030159
RFC, RAMP 2005-NC1	USB	5030158
RFC, RAMP 2005-RS9	BNY Mellon	5030145
RFC, RASC 2001-KS1	BNY Mellon	1010248
RFC, RASC 2001-KS1	BNY Mellon	1010249
RFC, RASC 2004-KS7	BNY Mellon	4030022
RFC, RASC 2004-KS7	BNY Mellon	4030023
RFC, RASC 2004-KS9	BNY Mellon	4030032
RFC, RASC 2004-KS9	BNY Mellon	4030033
RFC, RASC 2005-EMX5	USB	5030153
RFC, RASC 2007-EMX1	USB	7030010
RFC, RFMSI 2005-S2	USB	5030006
RFC, RFMSI 2005-S7	USB	5030142
RFC, RFMSII 2002-HS3	BNY Mellon	2030023

<u>Trust</u>	<u>Trustee</u>	<u>Policy ID</u>
RFC, RFMSII 2003-HS1	BNY Mellon	3030004
RFC, RFMSII 2004-HS1	BNY Mellon	4030007
RFC, RFMSII 2005-HS1	BNY Mellon	5030097
RFC, RFMSII 2005-HS2	BNY Mellon	5030143
RFC, RFMSII 2005-HSA1	BNY Mellon	5030160
RFC, RFMSII 2006-HSA1	BNY Mellon	6030003
RFC, RFMSII 2006-HSA2	BNY Mellon	6030022
RFC, RFMSII 2002-HS3	BNY Mellon	2030024
RFC, RFMSII 2003-HS1	BNY Mellon	3030005
RFC, RFMSII 2003-HS2	BNY Mellon	3030017
RFC, RFMSII 2004-HS1	BNY Mellon	4030008
RFC, RFMSII 2004-HS3	BNY Mellon	4030035
RFC, RFMSII 2005-HS1	BNY Mellon	5030098
RFC, RFMSII 2005-HS2	BNY Mellon	5030146
RFC, RFMSII 2005-HSA1	BNY Mellon	5030161
RFC, RFMSII 2006-HSA2	BNY Mellon	6030026
RFC, RAMP 2004-RZ2	BNY Mellon	4030012
RFC, RAMP 2004-RZ2	BNY Mellon	4030013
RFC, RFMSII 2004-HI2	BNY Mellon	4030015
RFC, RFMSII 2004-HI3	BNY Mellon	4030034
RFC, RFMSII 2005-HI1	BNY Mellon	5030001
RFC, RFMSII 2006-HI2	BNY Mellon	6030063
RFC, RFMSII 2006-HI3	BNY Mellon	6030087
RFC, RFMSII 2006-HI4	BNY Mellon	6030113
RFC, RFMSII 2006-HI5	USB	6030135
RFC, RFMSII 2007-HI1	USB	7030014

EXHIBIT F

**TIME SENSITIVE NOTICE
REGARDING SETTLEMENT AGREEMENT AMONG THE RESCAP DEBTORS,
FINANCIAL GUARANTY INSURANCE COMPANY AND THE FGIC TRUSTEES**

NOTICE IS HEREBY GIVEN BY:

**THE BANK OF NEW YORK MELLON,
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
U.S. BANK NATIONAL ASSOCIATION,
WELLS FARGO BANK, N.A., AND
LAW DEBENTURE TRUST COMPANY OF NEW YORK**

**IN THEIR SEVERAL CAPACITIES AS TRUSTEES, INDENTURE TRUSTEES
AND/OR SEPARATE TRUSTEES (COLLECTIVELY, THE “FGIC TRUSTEES” AND
EACH, AN “FGIC TRUSTEE”), TO THE HOLDERS (THE
“CERTIFICATEHOLDERS”) OF CERTIFICATES, NOTES OR OTHER SECURITIES
(COLLECTIVELY, THE “CERTIFICATES”) UNDER THE RESIDENTIAL
MORTGAGE-BACKED SECURITIZATION TRUSTS IDENTIFIED ON SCHEDULE A
TO THIS NOTICE (COLLECTIVELY, THE “FGIC TRUSTS” AND EACH A “FGIC
TRUST”).**

**THIS NOTICE CONTAINS IMPORTANT TIME-SENSITIVE INFORMATION FOR
CERTIFICATEHOLDERS AND OTHER PERSONS POTENTIALLY INTERESTED IN
THE FGIC TRUSTS. ALL DEPOSITORIES, CUSTODIANS AND OTHER
INTERMEDIARIES RECEIVING THIS NOTICE, AS APPLICABLE, ARE
REQUESTED TO EXPEDITE ITS RE-TRANSMITTAL TO CERTIFICATEHOLDERS
IN A TIMELY MANNER. FAILURE TO ACT PROMPTLY IN COMPLIANCE WITH
THIS PARAGRAPH MAY IMPAIR THE ABILITY OF THE CERTIFICATEHOLDERS
ON WHOSE BEHALF SUCH INTERMEDIARIES ACT TO CONSIDER THE
MATTERS DESCRIBED IN THIS NOTICE IN A TIMELY FASHION.**

Dated: June 4, 2013

This notice (the “**Notice**”) is given to you by the FGIC Trustees under the Pooling and Servicing Agreements (including Series Supplements and Standard Terms of Pooling and Servicing Agreements), and Indentures and related Servicing Agreements (collectively, the “**Governing Agreements**”) governing the FGIC Trusts. This Notice incorporates by reference the notice given by the RMBS Trustees (as defined therein) regarding (A) the Plan Support Agreement, dated May 13, 2013 (the “**Plan Support Agreement**”), among the ResCap Debtors and the RMBS Trustees (including the FGIC Trustees), among others, and (B) the Settlement Agreement among the Debtors, Financial Guaranty Insurance Company and Certain of the RMBS Trustees (including the FGIC Trustees), dated May 24, 2013 (the “**May 24 Notice**”). In the event of any inconsistencies between the May 24 Notice and this Notice, this Notice shall govern.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Governing Agreements or in the FGIC Settlement Agreement, as defined below.

THIS NOTICE CONCERNS A PROPOSED SETTLEMENT OF, AMONG OTHER THINGS, THE PRESENT AND FUTURE CLAIMS OF THE FGIC TRUSTS AGAINST FINANCIAL GUARANTY INSURANCE CORPORATION (“FGIC”) UNDER THE INSURANCE POLICIES (THE “POLICIES”) ISSUED BY FGIC IN RESPECT OF THE TRUSTS.¹

IF THE FGIC SETTLEMENT AGREEMENT IS APPROVED BY THE STATE COURT AND THE BANKRUPTCY COURT, IT WILL BIND EACH APPLICABLE FGIC TRUST AND THE RELATED CERTIFICATEHOLDERS. THE PROPOSED FGIC SETTLEMENT AGREEMENT MATERIALLY AFFECTS THE INTERESTS OF THE CERTIFICATEHOLDERS. THE FGIC TRUSTEES THEREFORE RESPECTFULLY REQUEST THAT ALL CERTIFICATEHOLDERS AND OTHER NOTICE RECIPIENTS READ THIS NOTICE AND RELATED MATERIALS CAREFULLY IN CONSULTATION WITH THEIR LEGAL AND FINANCIAL ADVISORS. CERTIFICATEHOLDERS THAT DO NOT WANT THE FGIC SETTLEMENT AGREEMENT TO BECOME EFFECTIVE SHOULD CONSIDER OBJECTING TO ITS APPROVAL IN THE STATE COURT ON OR BEFORE THE DEADLINE OF JULY 16, 2013 AT 3:00 P.M. (PREVAILING EASTERN TIME) AND/OR IN THE BANKRUPTCY COURT ON OR BEFORE THE DEADLINE THAT WILL BE SET ONCE THE NOTICE OF THE MOTION TO APPROVE THE FGIC SETTLEMENT AGREEMENT IS FILED (SUCH NOTICE IS EXPECTED TO BE FILED ON OR BEFORE JUNE 7, 2013).²

I. Background--ResCap Bankruptcy Filing and FGIC Rehabilitation Proceeding.

On May 14, 2012, Residential Capital, LLC, and certain of its direct and indirect subsidiaries (collectively, “ResCap” or the “Debtors”) filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) (*In re Residential Capital, LLC*, Case No. 12-12020 (MG) and related cases) (collectively, the “Chapter 11 Cases”). To obtain information regarding the Chapter 11 Cases, please see Section VI, below.

Pursuant to an order dated June 28, 2012, the Supreme Court of the State of New York (the “State Court”) appointed Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York, as rehabilitator (the “Rehabilitator”) of FGIC in the rehabilitation proceeding styled *In the Matter of the Rehabilitation of Financial Guaranty Insurance Company*, Index No. 401265/2012 (the “Rehabilitation Proceeding”).

¹ Terms not otherwise defined in these initial summary paragraphs are defined below.

² When the notice of the motion seeking Bankruptcy Court approval of the FGIC Settlement Agreement (the “FGIC Motion”) is filed with the Bankruptcy Court, it will be available at <http://www.rescaprmbssettlement.com>, or from The Garden City Group (“GCG”) by contacting GCG in the manner described in Section VI, below, and other means as set forth in Section VI. Any Certificateholder of a FGIC Trust may object to the approval of the FGIC Settlement Agreement in the Bankruptcy Court pursuant to the terms of the FGIC Motion.

II. The FGIC Settlement Agreement.

On May 23, 2013, ResCap, FGIC, and the FGIC Trustees as trustees or separate trustees under the FGIC Trusts, and certain other parties (collectively, the **"FGIC Settlement Parties"**) entered into a settlement agreement (the **"FGIC Settlement Agreement"**) pursuant to which the FGIC Settlement Parties settled their claims against each other, including the claims of the FGIC Trusts against FGIC for claims under the Policies under which FGIC insured the payment of principal and interest owing on certain of the Certificates. According to the terms of the FGIC Settlement Agreement, among other things, (a) each FGIC Settlement Party shall release the other FGIC Settlement Parties in respect of the Policies and other Policy Agreements (as defined in the FGIC Settlement Agreement), including the release by the FGIC Trusts of current claims in the amount of at least \$789 million, and future claims against FGIC, (b) FGIC will pay to the FGIC Trusts for distribution to Certificateholders holding Certificates insured by the Policies cash in the aggregate amount of \$253.3 million in settlement of the FGIC Trusts' claims against FGIC, (c) the FGIC Trustees shall release the Debtors in respect of Origination-Related Provisions (as defined in the FGIC Settlement Agreement), (d) FGIC will not be liable for any further payments under the Policies and other Policy Agreements, and (e) the FGIC Trusts will no longer make premium, reimbursement, or other payments to FGIC.³ Copies of the FGIC Settlement may be obtained at <http://www.rescaprmbbssettlement.com>, at www.fgicrehabilitation.com or from GCG by contacting GCG in the manner described in Section VI, below.

In accordance with the allocation methodology set forth in Exhibit F to the FGIC Settlement Agreement, the FGIC Trustees, in consultation with their advisors, will have sole and exclusive authority to determine the share of the \$253.3 million payable to each FGIC Trust and the allocation of such share among the CUSIPs issued by each such FGIC Trust that are insured by a Policy. On or before July 3, 2013, the FGIC Trustees will notify FGIC in writing of the cash amount that FGIC shall pay to each FGIC Trust once the FGIC settlement is effective.

As of July 3, 2013, the FGIC Trustees will make available to any Certificateholders holding Certificates insured by a Policy information as to the cash amount that FGIC will pay to the FGIC Trust(s) that issued such Certificates, provided that any such Certificateholder submits a proper request for such information to the FGIC Trustee(s) for such FGIC Trust(s), and provides appropriate verification of its holdings.

³ Pursuant to the FGIC Settlement Agreement, FGIC will receive an allowed claim against certain of the Debtors in the aggregate amount of (i) approximately \$934 million, if the chapter 11 plan contemplated by the Plan Support Agreement attached to the FGIC Settlement Agreement as Exhibit C goes effective, or (ii) \$596.5 million, if the Plan Support Agreement is terminated in accordance with its terms and the chapter 11 plan contemplated thereby does not go effective, subject to FGIC's right to assert a claim against each of three of the Debtors, in each case up to the amount of \$596.5 million. FGIC has agreed under the Plan Support Agreement to cap its recovery from ResCap under (i), above, to \$206.5 million. For more information on the Plan Support Agreement, please review the May 24 Notice.

**CERTIFICATEHOLDERS OF A FGIC TRUST ARE URGED TO REVIEW
CAREFULLY THE FGIC SETTLEMENT AGREEMENT AND TO CONSULT WITH
THEIR ADVISORS.**

III. The Rehabilitation Proceeding and Related Deadlines.

On May 29, 2013, an affirmation (the "**Affirmation**") in support of the Rehabilitator's motion for an order approving the FGIC Settlement Agreement and relevant portions of the Plan Support Agreement was filed in the State Court. On May 30, 2013, the State Court entered an order to show cause (the "**Order to Show Cause**") setting forth a schedule of deadlines and the date of a hearing to consider approval of the FGIC Settlement Agreement and relevant portions of the Plan Support Agreement (the "**State Court Hearing**"). Copies of the Affirmation and the Order to Show Cause may be obtained at www.fgicrehabilitation.com, at <http://www.rescaprmbssettlement.com> or from GCG by contacting GCG in the manner described in Section VI, below. Pursuant to the Order to Show Cause, the State Court Hearing will take place on August 6, 2013 at 10:00 a.m. at IAS Part 36, Room 428, thereof, at the Courthouse located at 60 Centre Street, New York, New York.

Any Certificateholder objecting to any aspect of the FGIC Settlement Agreement must file an objection with the State Court, and serve a copy of such objection via email upon gary.holtzer@weil.com and joseph.verdesca@weil.com, attorneys for the Rehabilitator, so that such objection is received on or before July 16, 2013 at 3:00p.m. (the "State Court Objection Deadline**").**

If no objection is filed on or before the State Court Objection Deadline, pursuant to the Order to Show Cause, the State Court may approve the FGIC Settlement Agreement without holding the State Court Hearing.⁴

IV. Certificateholders Can Object to the FGIC Settlement Agreement.

Any Certificateholder objecting to any aspect of the FGIC Settlement Agreement can file an objection with the Bankruptcy Court as set forth in footnote 2, above, and/or in the State Court as set forth in Section III, above. If a Certificateholder of a FGIC Trust does not file a timely objection to the FGIC Settlement Agreement in the Bankruptcy Court or Rehabilitation Proceeding or if such Certificateholder's timely objection(s) are overruled, so long as the FGIC Settlement Agreement is approved by the Bankruptcy Court and the State Court, such Certificateholder will be bound by the terms of the FGIC Settlement Agreement.⁵ If approved

⁴ As noted in footnote 2, above, Certificateholders of a FGIC Trust may also object to the FGIC Motion in the Bankruptcy Court.

⁵ Note that Bankruptcy Court approval of a plan of reorganization for the Debtors is *not* a condition to the effectiveness of the FGIC Settlement Agreement. By its terms, the FGIC Settlement Agreement will become effective if and when both the Bankruptcy Court and the Rehabilitation Court have entered final orders approving it. The May 24 Notice incorrectly stated that the Bankruptcy Court approval of a plan of reorganization for the Debtors was a condition to the effectiveness of the FGIC Settlement Agreement.

by the Bankruptcy Court and the State Court, all Certificateholders holding Certificates insured by FGIC's Policies, and any other persons or entities who received this Notice, will be bound by the FGIC Settlement Agreement and the settlements, releases and discharges contained therein, regardless of whether any Certificateholder or other person or entity appeared before the Bankruptcy Court and/or at the State Court Hearing or submitted an objection.

Certificateholders should review with their advisors the relevant Governing Agreements and any applicable orders that have been entered by the State Court, including the Order of Rehabilitation, dated June 28, 2012, to determine what legal position, if any, they intend to assert.

V. This Notice Is a Summary.

This Notice is not intended as, nor does it provide, a detailed restatement of the FGIC Settlement Agreement, relevant law or relevant legal procedures. The FGIC Trustees do not intend to send any further notices with respect to the matters addressed herein, and Certificateholders and other potentially interested persons are urged to review carefully the FGIC Settlement Agreement, any related notices, and other related pleadings that have been filed, and that subsequently may be filed, in the Chapter 11 Cases and in the Rehabilitation Proceeding, and to consult with their own legal and financial advisors.

VI. Other Sources of Information.

Information relevant to the FGIC Settlement Agreement, the Plan Support Agreement, and any notices thereof will be available at <http://www.rescaprmbbssettlement.com>, which will be updated regularly with related material documents filed or orders entered by the Bankruptcy Court and the State Court. Certificateholders may also access documents filed in the Rehabilitation Proceeding at www.fgicrehabilitation.com. If a Certificateholder has any questions or would like to request copies of any of the relevant documents, Certificateholders may call GCG at (866) 241-7538 in the United States, +1 (202) 470-4565 outside the United States, or send an email to questions@rescaprmbbssettlement.com.

Certificateholders may also obtain any documents filed with the Bankruptcy Court in the Chapter 11 Cases by visiting ResCap's claims agent website at <http://www.kccllc.net/rescap>, or by logging on to PACER at <https://www.uscourts.gov> (a small fee is charged for this service). Documents filed in the Chapter 11 Cases may also be viewed during normal business hours at the Clerk's Office of the Bankruptcy Court, located at One Bowling Green, New York, New York 10004.

The Committee appointed in the Chapter 11 Cases has established an official website (the "**Committee Website**"), on which basic information concerning the Chapter 11 Cases has been posted, including, but not limited to, relevant contact information, upcoming dates and deadlines, statements and schedules filed by ResCap and a list of answers to frequently asked questions. The Committee Website can be reached at <http://dm.epiq11.com/RES/Project>.

Inquiries with respect to any particular FGIC Trust for which The Bank of New York Mellon, The Bank of New York Mellon Trust Company, N.A., U.S. Bank National Association, or Wells Fargo Bank, N.A. serves as FGIC Trustee may be directed to the FGIC Trustee for such FGIC Trust using the "RMBS Trustee Contact Information" for such FGIC Trustee at <http://www.rescaprmbssettlement.com>. With respect to those FGIC Trusts for which Law Debenture Trust Company of New York serves as separate FGIC Trustee, inquiries may be directed to nytrustco@lawdeb.com. With respect to all other trusts, Certificateholders of those trusts should refer to their respective Governing Agreements for contact information.

VII. Other Matters.

Certificateholders and other persons interested in the FGIC Trusts should not rely on the FGIC Trustees, or on counsel or other advisors retained by the FGIC Trustees, as their sole source of information.

Please note that the foregoing is not intended and should not be construed as investment, accounting, financial, legal or tax advice by or on behalf of the FGIC Trustees, or their directors, officers, affiliates, agents, attorneys or employees. Each person or entity receiving this Notice should seek the advice of its own advisers in respect of the matters set forth herein.

Please be further advised that each of the FGIC Trustees reserves all of the rights, powers, claims and remedies available to it under the Governing Agreements and applicable law. No delay or forbearance by an FGIC Trustee to exercise any right or remedy accruing upon the occurrence of a default, or otherwise under the terms of the Governing Agreements, other documentation relating thereto or under applicable law, shall impair any such right or remedy or constitute a waiver thereof or acquiescence therein.

Each of the FGIC Trustees expressly reserves its rights under each applicable Governing Agreement, including without limitation, its right to recover in full its fees and costs (including, without limitation, fees and costs incurred or to be incurred by such FGIC Trustee in performing its duties, indemnities owing or to become owing to such FGIC Trustee, compensation for such FGIC Trustee's time spent and reimbursement for fees and costs of counsel and other agents it employs in performing its duties or to pursue remedies) and its right, prior to exercising any rights or powers in connection with any applicable Governing Agreement at the request or direction of any Certificateholder, to receive security or indemnity satisfactory to it against all costs, expenses and liabilities which might be incurred in compliance therewith, and all rights that may be available to it under applicable law or otherwise.

Please be advised that with respect to any particular inquiry from individual Certificateholders, a FGIC Trustee may conclude that a specific response to such inquiry is not consistent with requirements under applicable law and regulation of equal and full dissemination of information to all Certificateholders.

THE BANK OF NEW YORK MELLON, THE BANK OF NEW
YORK MELLON TRUST COMPANY, N.A., U.S. BANK
NATIONAL ASSOCIATION, WELLS FARGO BANK, N.A.,
AND LAW DEBENTURE TRUST COMPANY OF NEW YORK,
severally, as trustees, and/or indenture trustees or separate trustees
of the FGIC Trusts

Schedule A to June 4, 2013 Notice to Certificateholders in FGIC Trusts

<u>Trusts Insured by Financial Guaranty Insurance Company ("FGIC")</u>	<u>Trustee</u>	<u>Policy ID</u>
GMACM 2001-HE2	The Bank of New York Mellon and The Bank of New York Mellon Trust Company N.A. ("BNYM")	1010293
GMACM 2002-HE4	Wells Fargo Bank, N.A. ("WFB")/Law Debenture Trust Company of NY ("LDTC")	2030026
GMACM 2003-HE2	WFB/LDTC	3030009
GMACM 2004-HE5	WFB/LDTC	4030047
GMACM 2005-HE2	WFB/LDTC	5030041
GMACM 2006-HE2	BNYM	6030080
GMACM 2006-HE3	BNYM	6030099
GMACM 2006-HE5	BNYM	6030127
GMACM 2007-HE2	BNYM	7030046
GMACM 2001-HE2	BNYM	1010294
GMACM 2001-HE3	BNYM	1030013
GMACM 2002-HE1	WFB/LDTC	2030009
GMACM 2003-HE1	WFB/LDTC	3030008
GMACM 2004-HE1	WFB/LDTC	4030006
GMACM 2005-HE1	WFB/LDTC	5030011
GMACM 2006-HE1	BNYM	6030037
GMACM 2004-HLTV1	BNYM	4030036
GMACM 2006-HLTV1	BNYM	6030034
RFC, RAMP 2004-RS7	BNYM	4030020
RFC, RAMP 2004-RS7	BNYM	4030021
RFC, RAMP 2005-EFC7	U.S. Bank National Association ("USB")	5030159
RFC, RAMP 2005-NC1	USB	5030158
RFC, RAMP 2005-RS9	BNYM	5030145
RFC, RASC 2001-KS1	BNYM	1010248
RFC, RASC 2001-KS1	BNYM	1010249
RFC, RASC 2004-KS7	BNYM	4030022
RFC, RASC 2004-KS7	BNYM	4030023
RFC, RASC 2004-KS9	BNYM	4030032
RFC, RASC 2004-KS9	BNYM	4030033
RFC, RASC 2005-EMX5	USB	5030153
RFC, RASC 2007-EMX1	USB	7030010

<u>Trusts Insured by Financial Guaranty Insurance Company</u> <u>("FGIC")</u>	<u>Trustee</u>	<u>Policy ID</u>
RFC, RFMSI 2005-S2	USB	5030006
RFC, RFMSI 2005-S7	USB	5030142
RFC, RFMSII 2002-HS3	BNYM	2030023
RFC, RFMSII 2003-HS1	BNYM	3030004
RFC, RFMSII 2004-HS1	BNYM	4030007
RFC, RFMSII 2005-HS1	BNYM	5030097
RFC, RFMSII 2005-HS2	BNYM	5030143
RFC, RFMSII 2005-HSA1	BNYM	5030160
RFC, RFMSII 2006-HSA1	BNYM	6030003
RFC, RFMSII 2006-HSA2	BNYM	6030022
RFC, RFMSII 2002-HS3	BNYM	2030024
RFC, RFMSII 2003-HS1	BNYM	3030005
RFC, RFMSII 2003-HS2	BNYM	3030017
RFC, RFMSII 2004-HS1	BNYM	4030008
RFC, RFMSII 2004-HS3	BNYM	4030035
RFC, RFMSII 2005-HS1	BNYM	5030098
RFC, RFMSII 2005-HS2	BNYM	5030146
RFC, RFMSII 2005-HSA1	BNYM	5030161
RFC, RFMSII 2006-HSA2	BNYM	6030026
RFC, RAMP 2004-RZ2	BNYM	4030012
RFC, RAMP 2004-RZ2	BNYM	4030013
RFC, RFMSII 2004-HI2	BNYM	4030015
RFC, RFMSII 2004-HI3	BNYM	4030034
RFC, RFMSII 2005-HI1	BNYM	5030001
RFC, RFMSII 2006-HI2	BNYM	6030063
RFC, RFMSII 2006-HI3	BNYM	6030087
RFC, RFMSII 2006-HI4	BNYM	6030113
RFC, RFMSII 2006-HI5	USB	6030135
RFC, RFMSII 2007-HI1	USB	7030014